Agreement

Between

State of California

And

American Federation of State, County and Municipal Employees (AFSCME)

Covering

BARGAINING UNIT 19
Health and Social Services/Professional

Effective

July 2, 2020 through July 1, 2023

BARGAINING UNIT 19 - AMERICAN FEDERATION OF STATE, COUNTY AND MUNICIPAL EMPLOYEES HEALTH AND SOCIAL SERVICES/PROFESSIONAL

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PREAMBLE

This AGREEMENT, hereinafter referred to as the Agreement, entered into by the STATE OF CALIFORNIA, hereinafter referred to as the State or the State employer, pursuant to Sections 19815.5 and 3517 of the Government Code, and the American Federation of State, County and Municipal Employees (AFSCME), Council 57, Local 2620, AFL-CIO, hereinafter referred to as AFSCME, has as its purpose the promotion of harmonious labor relations between the State and AFSCME; establishment of timely, equitable, and peaceful procedures for the resolution of differences; and the establishment of rates of pay, hours of work, and other conditions of employment.

The term "Agreement" as used herein means the written Agreement provided under Section 3517.5 of the Government Code.

ARTICLE 1 - RECOGNITION AND COVERAGE

1.1 Recognition

A. Pursuant to Public Employment Relations Board Case No. S-SR-19, the State recognizes AFSCME as the exclusive representative for all employees in the Health and Social Services Employees/Professional, Bargaining Unit 19.

B. Pursuant to Government Code Sections 19815.5 and 3517, AFSCME recognizes the Director of the California Department of Human Resources or his/her designee as the negotiating representative for the State and shall negotiate exclusively with the Director or his/her designee, except as otherwise specifically spelled out in the Agreement.

C. Upon initial appointment to any Bargaining Unit 19 position as a probationary or permanent employee, the employee shall be informed by the employer that AFSCME is the recognized employee organization for the employee in said classification. The State shall present the employee an approved packet of information which has been supplied by AFSCME. AFSCME shall have the right to participate in new employee orientation as defined in Article 2.10.

ARTICLE 2 - UNION RIGHTS

2.1 Fair Share Fees/Dues Reduction

A. The State agrees to deduct and transmit to AFSCME all membership dues authorized on a form provided by AFSCME. The State and AFSCME agree that a system of Fair Share deductions shall be operated in accordance with Government Code sections 3513(h), 3513(j), 3515, 3515.6, and 3515.7 (as it applies to membership only) subject to the following provisions:

1. Employees who voluntarily become a member of AFSCME shall remain members of AFSCME in good standing for the length of the Agreement. However, this provision shall not apply to any employee who, within thirty (30) days prior to the expiration of the Agreement, withdraws from AFSCME by sending AFSCME a signed withdrawal letter.

2. AFSCME deductions shall remain in full force and effect during the life of this Agreement.

3. AFSCME agrees to indemnify, defend, and hold the State and its agents harmless against any claims made of any nature and against any suit instituted against the State arising from this Article and the deductions arising therefrom.

4. No provision of this Article nor any disputes arising thereunder shall be subject to the grievance and arbitration procedure contained in this Agreement.

2.2 Information Provided

A. The State Controller's Office (SCO) agrees to provide a list, at AFSCME expense, of all employees in Bargaining Unit 19 and their home addresses. Where an individual has requested that his/her home address not be divulged, the agency number and reporting unit shall be provided in place of the home address. The list shall not be provided more frequently than a monthly basis.

B. Upon request, the SCO shall provide AFSCME with the worksite location, including the county code, agency code, department name and facility name of all Bargaining Unit 19 employees. AFSCME agrees to pay any necessary cost incurred by the SCO for the reports.

C. The SCO agrees to provide a list, at AFSCME's expense, of all employees entering or leaving Bargaining Unit 19. This list shall be provided upon request, but not more frequently than monthly.

D. When the Department determines that a job vacancy is available for recruitment, the Department will endeavor to make job vacancy announcements available at appropriate worksites and/or post such announcements on bulletin boards.

E. Each Department will endeavor to provide to AFSCME, copies of memos implementing department-wide hiring or promotional freezes, department-wide travel cuts, or department-wide training fund reductions and will encourage State Hospitals to also provide such information to AFSCME's Chief Stewards.

2.3 Use of State Facilities

The State will permit use of designated facilities for Union meetings, subject to the operating needs of the State. Requests for use of such State facilities shall be made in advance to the appropriate State official. When required, AFSCME shall reimburse the State for additional expenses, such as security, maintenance, and facility management costs or utilities incurred as a result of AFSCME's use of such State facilities. Such costs will be determined at the time of the request and shall be consistent with the charge made to other organizations.

2.4 Bulletin Boards

The Union may use bulletin boards designated by the State to post materials related to Union business. Any materials posted must be dated and initialed by the Union representative responsible for the posting, and a copy of all materials posted must be distributed to the facility or office supervisor at the time of posting. AFSCME agrees that nothing libelous, obscene, defamatory, or of a partisan political nature shall be posted. Upon mutual agreement between the parties, AFSCME representatives may utilize the State's electronic communication mechanisms to post management approved information.

2.5 Distribution of Literature

A. Union representatives may, during non-work hours, distribute literature in non-work areas in accordance with the access provisions of this Agreement. AFSCME agrees that any literature distributed will not be libelous, obscene, defamatory, or of a partisan political nature.

B. Departments will deliver Union materials sent by U.S. Mail to the designated AFSCME stewards, in a manner consistent with existing departmental policies. All mail must be clearly marked with the name, address, and work location or program number of the steward. The number of items shall be limited to the approximate number of Bargaining Unit 19 employees assigned to the steward. Should emergency workload considerations arise, the Department may suspend mail delivery.

C. AFSCME stewards may distribute mail directly to existing individual employee mail receptacles or mail boxes, provided such mail receptacles are in non-work areas and access is otherwise consistent with the access provisions of this Agreement.

D. AFSCME agrees to indemnify, defend, and hold the State harmless against any claims made of any nature and against any suit instituted against the State arising from the mail delivery privileges outlined in this Article.

2.6 Access to Employees

Union representatives may have access to employees for purposes related to the administration of this Agreement. Access shall not interfere with the work of the employees; such access shall be with prior notification to and permission of the department head or designee. The department head or designee may restrict access to certain work sites or areas for reasons of health, safety, security, privacy, public order, or patient care. Access to employees shall not be unreasonably withheld.

2.7 Union Leave

A. AFSCME shall have the choice of requesting an unpaid leave of absence or a paid leave of absence (Union leave) for a Union bargaining committee member, steward, chief steward or union member. An unpaid leave of absence may be granted by the State pursuant to the unpaid leave of absence provisions in this Contract. A Union leave may also be granted at the discretion of the affected department head or designee in accordance with the following:

1. Requests for Union leave shall be submitted at least seven (7) calendar days prior to the first date of leave. Requests submitted with fewer than seven (7) calendar days' notice may be considered. The Union leave shall normally be requested on a State approved form.

2. A Union leave shall assure an employee the right to his/her position upon termination of the leave. The term "former position" is defined in Government Code Section 18522. An employee has the right to return to their former work shift if the Union leave duration is less than fourteen (14) days.

3. AFSCME agrees to reimburse the affected department(s) for the full amount of the affected employee's salary, plus an additional amount equal to 32.51 percent of the affected employee's salary, for all the time the employee is off on Union leave.

4. The affected employee shall have the right to return from Union leave earlier than the agreed upon date with the approval of the employee's appointing power.

5. Except in emergencies or layoff situations, Union leave shall not be terminated by the department head or designee prior to the expiration date.

6. Employees on Union leave shall suffer no loss of compensation or benefits and shall be required to submit monthly timesheets in accordance with departmental policy and procedures.

7. Whether or not time for Union leave is counted for merit purposes shall be determined by the California Department of Human Resources (CalHR) and such determination shall not be grievable or arbitrable.

8. Employees on Union leave under this provision and AFSCME shall waive any and all claims against the State for Workers' Compensation and Industrial Disability Leave.

9. In the event an employee on Union leave, as stated above, files a workers' compensation claim against the State of California or any agency thereof, for an injury or injuries sustained while on Union leave, AFSCME agrees to indemnify and hold harmless the State of California or agencies thereof, from both workers' compensation liability and any costs of legal defense incurred as a result of the filing of the claim.

B. At the request of AFSCME, the President of AFSCME shall be released on Union Leave up to full time during his/her tenure contingent upon subsection A(4) of this provision.

C. The Union paid leave is also contingent upon timely payment on Union paid leave invoices submitted by the department to AFSCME. CalHR or the department shall provide AFSCME with thirty (30) calendar days written notice in the event of termination under this provision. The parties agree to make good faith effort to resolve any disputes over invoices or payment.

2.8 Stewards' Rights

A. The State recognizes and agrees to deal with designated stewards of AFSCME on all matters relating to grievances, employee discipline, administration of this Contract, and other matters on appeal to the State Personnel Board.

B. AFSCME shall provide a list to the State of the following: President, Vice President(s), Regional Chief Steward(s), and Occupational Chairs upon election. If any of these elected officers change during his/her elected term the State will be notified. A written list of the Union stewards serving each work location, broken down by department, shall be furnished to the State immediately after their designation, and the Union shall notify the State promptly of any changes of such officers or stewards. Union stewards shall not be recognized by the State until such lists or changes thereto are received. AFSCME shall supply the State with a list of alternate stewards in accordance with the above. The sole function of an alternate shall be to act on behalf of a regular steward when the regular steward is on approved leave. If lists are not provided, release time will not be granted.

C. At the request of an employee, a Union steward may investigate the complaint, file a grievance and assist in its presentation provided it is in the steward's designated area of responsibility.

D. In close proximity, stewards may be permitted to cross departmental lines. In other cases, with prior approval of the department, an employee may use accrued compensating time off or vacation for inter-departmental representation.

E. He/She shall be allowed reasonable time off for the purpose of representing employees in Bargaining Unit 19 during working hours without loss of compensation, subject to prior notification and approval by his/her immediate supervisor.

F. The State shall be prohibited from imposing or threatening to impose reprisals, from discriminating or threatening to discriminate against Union stewards, or otherwise interfering with, restraining, or coercing Union stewards because of the exercise of any rights given by this contract.

G. The Bargaining Unit 19 President, Vice-President(s), Regional Chief Steward(s), or Occupational Chair(s) may be permitted to cross departmental lines for representation purposes. They will use union leave for this representation.

H. The State and AFSCME shall not impose or threaten to impose reprisals on employees, discriminate or threaten to discriminate against employees or otherwise interfere with, restrain or coerce employees because of the exercise of those rights, including the right to participate or not participate in lawful Union activity, protected by the Ralph C. Dills Act.

2.9 Use of State Equipment

A. No employee or job steward shall be permitted use of any State machine, equipment, or communication system, including but not limited to computer, photocopier, Email, voicemail, or fax machine, for Union organizing or other non-representational Union purposes.

B. Any use of State time for activities permitted in this Section shall be subject to prior notification and approval by the employee's immediate supervisor.

C. An employee or job steward may be permitted minimal and incidental use of State electronic communication equipment if:

1. equipment is available and utilized as a normal part of his/her duties; and

2. permitted by the employee's department for other non-business purposes; and

3. used for representational purposes only; and

4. provided it results in no additional cost to the State; and

5. provided it doesn't interfere with the operations of the State; and

6. does not contain language that is libelous, obscene, defamatory, or of a partisan political nature.

D. State equipment is not considered private or secure information and is subject to being monitored by the department.

2.10 Orientation

A. During any regularly scheduled orientation session for new employees, a Union representative shall be given the opportunity to meet with Bargaining Unit 19 employees for up to twenty (20) minutes. The Union representative shall suffer no loss of compensation for the purpose of attending these meetings.

B. In work locations not accessible to regularly scheduled orientation, a Union representative shall be given the opportunity to meet with a new employee for up to twenty (20) minutes to discuss the Bargaining Unit 19 contract.

C. Departments will endeavor to provide AFSCME a 30-day notice of upcoming New Employee Orientation trainings with the number of Bargaining Unit 19 employees expected to be in attendance and a timeframe for AFSCME to address the employees.

2.11 Individual Agreements Prohibited

The State shall not negotiate with or enter into a memorandum of understanding or adjust grievances or grant rights or benefits not covered in this Agreement to any employee unless such action is with AFSCME concurrence.

ARTICLE 3 - STATE RIGHTS

3.1 State Rights

A. Except for those rights which are abridged or limited by this Agreement, all rights are reserved to the State.

B. Consistent with this Agreement, the rights of the State shall include, but not be limited to, the right to determine the mission of its constituent departments, commissions and boards; to maintain efficiency of State operation; to set standards of service; to determine, consistent with Article VII of the Constitution, the Civil Service Act and rules pertaining thereto, the procedures and standards of selection for employment and promotion, layoff, assignment, scheduling and training; to determine the methods, means and personnel by which State operations are to be conducted; to take all necessary action to carry out its mission in emergencies; to exercise control and discretion over the merits, necessity, or organization of any service or activity provided by law or executive order. The State has the right to make reasonable rules and regulations pertaining to employees consistent with this Agreement provided that any such rule shall be uniformly applied to all affected employees and those similarly situated.

C. This Article is not intended to, nor may it be construed to, contravene the spirit or intent of the merit principle in State employment, nor limit the entitlement of State Civil Service employees provided by Article VII of the State Constitution or by laws and rules enacted thereto.

ARTICLE 4 - SUPERSESSION

4.1 Supersession

The following enumerated Government Code Sections and existing rules, regulations, standards, practices and policies which implement the enumerated Government Code Sections are hereby incorporated into this Agreement. However, if any other provision of this Agreement alters or is in conflict with any of the Government Code Sections enumerated below, the Agreement shall be controlling and supersede said Government Code Sections or parts thereof and any rule, regulation, standard, practice or policy implementing such provisions. The Government Code Sections listed below are cited in Section 3517.6 of the Ralph C. Dills Act.

A. Government Code Sections

1. General

19824 Establishes monthly pay periods.

19839 Provides lump sum payment for unused vacation accrued or compensating time off upon separation.

2. Step Increases

19829 Requires CalHR to establish minimum and maximum salaries with intermediate steps.

19832 Establishes annual merit salary adjustments (MSAs) for employees who meet standards of efficiency.

19834 Requires MSA payments to qualifying employees when funds are available.

19835 Provides employees with the right to cumulative adjustments for a period not to exceed two years when MSAs are denied due to a lack of funds.

19836 Provides for hiring at above the minimum salary limit in specified instances.

19837 Authorizes rates above the maximum of the salary range when a person's position is downgraded. (Red Circle Rates)

3. Vacations

19858.1 Defines amount earned and methods of accrual by full-time employees.

19856 Requires CalHR to establish rules regulating vacation accrual for part-time employees and those transferring from one State agency to another.

19856.1 Requires CalHR to define the effect of absence of 10 days or less on vacation accrual.

19863 Allows vacation use while on temporary disability (due to work-incurred injury) to augment paycheck.

19998.3 Requires CalHR to establish rules regarding vacation credit when employees have a break in service over six months.

19991.4 Provides that absence of an employee for a work-incurred compensable injury or disease is considered continuous service for the purpose of the right to vacation.

4. Sick Leave

19859 Defines amount earned and methods of accrual for full-time and part-time employees.

19861 Allows CalHR to define the effect on sick leave credits of absences of 10 days or less in any calendar month.

19862 Permits sick leave to be accumulated.

19863 Allows sick leave use while on temporary disability (due to work-incurred injury) to augment paycheck.

19863.1 Provides sick leave credit while employee is on temporary disability (due to work-incurred injury) and prescribes how it may be used.

19864 Allows the CalHR to provide by rule for sick leave without pay for employees who have used up their sick leave with pay.

19998.3 Requires CalHR to establish rules regarding sick leave credit when employees have a break in service over six (6) months.

19991.4 Provides that absence of an employee for a work-incurred compensable injury or disease is considered continuous service for the purpose of the right to sick leave.

5. Paid Leaves of Absence

19991.3 Jury Duty

6. Uniforms, Work Clothes, and Safety Equipment

19850.3 Requires CalHR to establish procedures to determine need for uniforms and the amount and frequency of uniform allowances.

7. Industrial Disability Leave (IDL)

19869 Defines who is covered.

19870 Defines "IDL" and "full pay".

19871 Provides terms of IDL coverage in lieu of workers' compensation temporary disability payment.

19871.1 Provides for continued benefits while on IDL.

19872 Prohibits payment of temporary disability or sick leave pay to employees on IDL.

19873 Employees covered by IDL are not covered by the retraining and rehabilitation provisions of the Labor Code.

19874 Allows employees to receive workers' compensation benefits after exhaustion of IDL benefits.

19875 Requires three day waiting period, unless hospitalized or disabled more than fourteen (14) days.

19876 Payments contingent on medical certification and employee agreement to participate in a vocational rehabilitation program.

19877 Authorizes CalHR to adopt rules governing IDL.

19877.1 Sets effective date.

8. Non-Industrial Disability Insurance (NDI)

19878 Definitions.

19879 Sets the amount of benefits and duration of payment.

19880 Sets standards and procedures.

19880.1 Allows employee option to exhaust vacation prior to NDI.

19881 Bans NDI coverage if employee is receiving unemployment compensation.

19882 Bans NDI coverage if employee is receiving other cash payment benefits.

19883 Provides for discretionary deductions from benefit check, including employer contributions; employee does not accrue sick leave or vacation credits or service credits for any other purpose.

19884 Filing procedures; determination and payment of benefits.

19885 Authorizes CalHR to establish rules governing NDI.

9. Life Insurance

21600 Establishes group term life insurance benefits.

21604 Provides for Death Benefit from PERS.

21605 Sets Death Benefit at $5,000 plus 50 percent of one year's salary.

10. Health Insurance

22870 Provides for employer and employee contribution.

22871 and 22871.3 Sets employer contribution.

11. Workweek

19851 Sets forty (40) hour workweek and eight (8) hour day.

19843 Directs the CalHR to establish and adjust workweek groups.

12. Overtime

19844 Directs CalHR to establish rules regarding cash compensation and compensating time off.

19848 Permits the granting of compensating time off in lieu of cash compensation within twelve (12) calendar months after overtime worked.

19849 Requires CalHR to adopt rules governing overtime and the appointing power to administer and enforce them.

19863 Allows use of accumulated compensable overtime while on temporary disability (due to a work incurred injury) to augment paycheck.

13. Callback Time

19849.1 Allows CalHR to set rules and standards for callback time based on prevailing practices and the needs of State service.

14. Deferred Compensation

    19993 Allows employees to deduct a portion of their salary to participate in a deferred compensation plan.

15. Relocation Expenses

    19841 Provides relocation expenses for involuntary transfer or promotion requiring a change in residence.

16. Travel Expenses

    19820 Provides reimbursement of travel expenses for officers and employees of the State on State business.

    19822 Provides reimbursement to State for housing, maintenance and other services provided to employees.

17. Unpaid Leaves of Absence

    19991.1 Allows the appointing power to grant a one (1) year leave of absence; assures the employee a right of return.

    19991.2 Allows the appointing power to grant a two (2) year leave for service in a technical cooperation program.

    19991.4 Provides that absence of an employee for work-incurred compensable injury or disease is considered as continuous service for purposes of salary adjustments, sick leave, vacation or seniority.

18. Involuntary Transfers

    19841 Provides relocation expenses for involuntary transfer or promotion requiring a change in residence.

    19994.1 Authorizes involuntary transfers. Requires sixty (60) day prior written notice when transfer requires change in residence.

    19994.2 Allows seniority and other factors to be considered when two (2) or more employees are in a class affected by involuntary transfers which require a change in residence.

    19994.3 Allows an employee to protest a transfer if the employee believes the purpose of the transfer was harassment or discipline.

    19994.4 Requires appeals of transfers to be filed within thirty (30) days of employee notification.

19. Demotion and Layoff

19143 Requires CalHR to establish rules concerning seniority credits for employees with breaks in service over six (6) months.

19997.2 Provides for subdivisional layoffs in a State agency subject to CalHR approval. Subdivisional reemployment lists take priority over others.

19997.3 Requires layoffs according to seniority in a class, except for certain classes in which employee efficiency is combined with seniority to determine order of layoff.

19997.8 Allows demotion in lieu of layoff.

19997.9 Provides for salary at maximum step on displacement by another employee's demotion, provided such salary does not exceed salary received when demoted.

19997.10 An employee displaced by an employee with return rights may demote in lieu of layoff.

19997.11 Establishes reemployment lists for laid-off or demoted employees.

19997.12 Guarantees same step of salary range upon recertification after layoff or demotion.

19997.13 Requires thirty (30) day written notice prior to layoff and not more than sixty (60) days after seniority is computed.

19998 Employees affected by layoff due to management-initiated changes should receive assistance in finding other placement in State service.

20. Use of State Time

19991 Provides State time for taking civil service examinations including employment interviews for eligibles on employment lists, or attending a meeting of CalHR or SPB on certain matters.

21. Training

19995.2 Provides for counseling and training programs for employees whose positions are to be eliminated by automation, technological or management-initiated changes.

19995.3 Provides for the Department of Rehabilitation to formulate procedures for the selection and referral of disabled state employees who might be retrained for other positions in state service.

ARTICLE 5 - GRIEVANCE AND ARBITRATION PROCEDURE

5.1 Purpose

A. This grievance procedure shall be used to process and resolve grievances arising under this Agreement and employment-related complaints.

B. The purpose of this procedure is:

1. To resolve grievances informally at the lowest possible level;

2. To provide an orderly procedure for reviewing and resolving grievances promptly.

5.2 Definitions

A. A grievance is a dispute of one or more employees, or a dispute between the State and AFSCME, involving the interpretation, application, or enforcement of the express terms of this Agreement.

B. A complaint is a dispute of one or more employees involving the application or interpretation of a written rule or policy not covered by this Agreement and not under the jurisdiction of the State Personnel Board. Complaints shall only be processed as far as the department head or designee.

C. As used in this procedure, the term "immediate supervisor" means the individual identified by the department head.

D. As used in this procedure, the term "party" means AFSCME, an employee, or the State.

E. An "AFSCME Representative" refers to an employee designated as an AFSCME steward or a paid staff representative.

5.3 Time Limits

Each party involved in a grievance shall act quickly so that the grievance may be resolved promptly. Every effort should be made to complete action within the time limits contained in the grievance procedure. However, with the mutual consent of the parties, the time limitation for any step may be extended.

5.4 Waiver of Steps

The parties may mutually agree to waive any step of the grievance procedure, especially if the remedy sought is time-sensitive.

5.5 Presentation

At any step of the grievance procedure, the State representative may determine it desirable to hold a grievance conference. If a grievance conference is scheduled, the grievant or an AFSCME steward, or both, may attend without loss of compensation.

5.6 Informal Discussion

An employee grievance initially shall be discussed with the employee's immediate supervisor. Within seven (7) calendar days after the informal discussion, the immediate supervisor shall give a decision or response in writing.

5.7 Formal Grievance - Step 1

A. If an informal grievance is not resolved to the satisfaction of the grievant, a formal grievance may be filed no later than:

   1. Thirty (30) calendar days after the event or circumstances occasioning the grievance, or

   2. Within fourteen (14) calendar days after receipt of the decision rendered in the informal grievance procedure.

B. However, if the informal grievance procedure is not initiated within the period specified in Item (1) above, the period in which to bring the grievance shall not be extended by Item (2) above.

C. A formal grievance shall be initiated in writing on a form provided by the State and shall be filed with a designated supervisor or manager identified by each department head as first level of appeal. A formal grievance package shall be complete and include all prior communications, including, but not limited to, any attachments, examples, prior step response and correspondence, if applicable.

D. Within thirty (30) calendar days after receipt of the formal grievance, the person designated by the department head as the first level of appeal shall respond in writing to the grievance. The Step 1 response shall include the original grievance package submitted. If the grievance was submitted by any representative other than AFSCME, a copy of the response and the grievance shall be provided to a designed AFSCME office.

E. No contract interpretation or grievance settlement made at this stage of the grievance procedure shall be considered precedential.

5.8 Formal Grievance - Step 2

A. If the grievant is not satisfied with the decision rendered pursuant to Step 1, the grievant may appeal the decision within twenty-one (21) calendar days after receipt to a designated supervisor or manager identified by each department head as the second level of appeal. If the department head or designee is the first level of appeal, the grievant may bypass Step 2. The appealed grievance package shall be complete and include all prior communications, including, but not limited to, any attachments, examples, prior step responses and correspondence, if applicable.

B. Within thirty (30) calendar days after receipt of the appealed grievance, the person designated by the department head as the second level of appeal shall respond in writing to the grievance. The Step 2 response shall include the original grievance package submitted. If the grievance was submitted by any representative other than AFSCME, a copy of the response and the grievance shall be provided to a designed AFSCME office.

C. No contract interpretation or grievance settlement made at this stage of the grievance procedure shall be considered precedential.

5.9 Formal Grievance - Step 3

A. If the grievant is not satisfied with the decision rendered at Step 2, the grievant may appeal the decision within twenty-one (21) calendar days after receipt to the Director of the California Department of Human Resources or designee. The appealed grievance package shall be complete and include all prior communications, including, but not limited to, any attachments, examples, prior step responses and correspondence, if applicable.

B. Within thirty (30) calendar days after receipt of the appealed grievance, the Director of the California Department of Human Resources or designee shall respond in writing to the grievance. If the grievance was submitted by any representative other than AFSCME, a copy of the response and the grievance shall be provided to a designed AFSCME office.

5.10 Formal Grievance - Step 4

A. If the grievance is not resolved at Step 3 within thirty (30) calendar days after receipt of the third level response, AFSCME shall have the right to submit the grievance to arbitration. AFSCME shall have one hundred eighty (180) calendar days after appealing the grievance to request in writing to CalHR to strike for arbitrators. If the request to strike arbitrators is not made within one hundred eighty (180) calendar days, the grievance shall be considered withdrawn and AFSCME may not proceed to arbitration.

B. Within seven (7) calendar days after the notice to strike for arbitrators has been served on the State or at a date mutually agreed to by the parties, the parties shall select an impartial arbitrator. If no agreement is reached, the parties shall, immediately and jointly, request the American Arbitration Association, State Conciliation and Mediation Service or the Federal Mediation and Conciliation Service to submit to them a panel of ten (10) arbitrators from which the State and AFSCME shall alternately strike names until one name remains and this person shall be the arbitrator.

C. The parties agree to make reasonable efforts to schedule the arbitration hearing within ninety (90) days of the request to strike for arbitrators. This time frame shall be waived by mutual agreement.

D. The cost of the arbitration shall be borne equally between the parties.

E. An arbitrator may, upon request of AFSCME and the State, issue his/her decision, opinion, or award orally upon submission of the arbitration. Either party may request that the arbitrator put his/her decision, opinion, or award in writing and that a copy be provided.

F. The arbitrator shall not have the power to add to, subtract from, or modify this Agreement. Only grievances as defined in "Definitions" of this Article shall be subject to arbitration. In all arbitration cases, the award of the arbitrator shall be final and binding upon the parties.

G. Arbitration awards for actions which affect classes of employees which involve State funds are to be prospectively enforced from the date of filing of the grievance. Any claims for failure by the State to maintain the status quo will not be covered by this provision. Class is defined as all employees similarly situated as to the claims being made.

5.11 Grievance Responses

A. At each step of the grievance procedure, the State's response shall be attached to the original grievance with all its attachments and delivered to the grievant at the address listed on the top of the original grievance form.

B. Employees may contact the departmental Labor Relations Officer to verify the next level of review, as necessary.

5.12 Failure to Respond

If the State fails to respond to a grievance within the time limits specified for that step, the grievant shall have the right to appeal to the next step.

ARTICLE 6 - HOURS OF WORK AND OVERTIME

6.1 Hours of Work and Overtime

A. **Work Week Group "2"** For those employees who are covered under the Fair Labor Standards Act (FLSA), the following rules shall apply:

1. Work Week Group "2" applies to those classifications in State service subject to the provisions of the Fair Labor Standards Act (FLSA). Overtime for employees subject to the provisions of the FLSA is defined as all hours worked in excess of 40 hours in a period of 168 hours or seven consecutive 24-hour periods.

2. The workweek is a fixed, regularly recurring period of seven (7) consecutive twenty-four (24) hour days. The seven (7) consecutive twenty four (24) hour days need not coincide with the calendar week of Sunday through Saturday, but may begin on any day and at any hour of the day. Employees will be notified if there is a change in their permanent workweek. If a change in the workweek of a significant number of employees in a location (Facility, Office, Institution) occurs the State shall provide AFSCME with a copy of the notice.

a. Once an employee's workweek is established it remains the same regardless of the employee's work schedule within the week. The beginning of the workweek may only be changed if it is intended to be a permanent change.

b. Overtime under the FLSA occurs when an employee works more than forty (40) hours in the fixed workweek, not after eight (8) hours in a work day, nor after 173.33 hours in a pay period.

c. Overtime for covered employees who work a 9/80 schedule may be avoided by starting the employee's workweek at midday on the day off.

3. Covered employees who are ordered to work more than forty (40) hours in a week shall be compensated at the FLSA overtime rate, in cash or compensating time off (CTO), at the State's option.

4. Overtime shall be credited, at time and one-half in cash or compensating time off (CTO), for each one sixth of an hour (10 minutes).

5. Compensating time off (CTO) may be used in increments of one sixth of an hour (10 minutes).

6. Bargaining Unit 19 employees covered by the Fair Labor Standards Act (FLSA) may accrue up to two hundred forty (240) hours of CTO. Once an employee has accrued two hundred forty (240) hours of CTO, all compensable overtime must be paid in cash.

7. Notwithstanding any other provision of law, personal leave, sick leave, annual leave, vacation, bereavement leave, holiday leave, and any other paid or unpaid leave, shall not be considered as time worked by the employee for the purpose of computing cash compensation for overtime or compensating time off for overtime.

8. For Rehabilitation Therapists, the State shall provide regularly scheduled work hours. Once the regularly scheduled work shift has been approved for the following pay period, any additional hours which the supervisor requires the employee to work shall be compensable in accordance with the current workweek group provisions, unless the employee is provided ten (10) work days' notice.

B. For those Bargaining Unit 19 employees exempt from the FLSA, the following is the State's policy for all employees exempt from the FLSA.

1. Work Week Group “E” includes classes that are exempted from coverage under the FLSA because of the “white-collar” (administrative, executive, professional) exemptions. To be eligible for this exemption a position must meet both the “salary basis” and the “duties” test. Consequently, Work Week Group “E” applies to classes and positions with no minimum or maximum number of hours in an average workweek. Exempt employees are paid on a “salaried” basis, and the regular rate of pay is full compensation for all hours worked to perform assigned duties.

2. Management determines the products, services, and standards which must be met by FLSA-exempt employees.

3. The salary paid to FLSA exempt employees is full compensation for all hours worked.

4. FLSA-exempt employees are not authorized to receive any form of overtime compensation, whether formal or informal.

5. FLSA-exempt employees are expected to work the hours necessary to accomplish their assignments or fulfill their responsibilities. Their work load will normally average forty (40) hours per week over a twelve (12) month period. However, inherent in their job is the responsibility and expectation that work weeks of longer duration may be necessary.

6. Management can require FLSA-exempt employees to work specified hours. However, subject to prior notification and approval, FLSA-exempt employees have the flexibility to alter their daily and weekly work schedules within the pay period.

7. Within the parameters established by management, the employee shall be given the flexibility in determining how and when work is done, provided assigned duties are performed satisfactorily. The quality of work performed, the work product itself, and the fulfillment of professional duties should be the focus of the evaluation. If an employee fails to fulfill this function, it may indicate the need for a more fixed schedule in terms of being available.

8. No timekeeping device shall be implemented.

9. Shall not be charged paid leave nor docked for absences in less than whole- day increments. Fractional employees shall be charged time proportionate to their scheduled hours of work in accordance with their fractional status.

10. Shall be suspended a minimum of five or more consecutive days when facing adverse action; unless suspension is due to a violation of safety rules of major significance or violation of workplace conduct rules, then employee can be suspended in whole day increments.

11. When FLSA exempt employees are disciplined, they shall only be subject to suspension as stated in 10 above, termination or demotion. They shall not be subject to any other type of discipline such as temporary reduction in salary.

12. Shall not have absences of less than whole-day increments recorded for attendance or record keeping purposes.

13. Hour for hour record keeping for accounting, reimbursements, or for documentation relative to other applicable statutes, such as the Family Medical Leave Act is permitted.

14. Any dispute pertaining to this policy shall be resolved through the grievance procedure of the contract up to and including Step 3.

C. If a decision must be made between individuals regarding scheduling, time-off requests, priority should be given based on State service seniority.

D. Classifications COVERED by the Fair Labor Standards Act are reflected in the salary schedule as work week group (WWG) 2.

E. Classifications EXEMPT from the Fair Labor Standards Act are reflected in the salary schedule as work week group (WWG) E.

F. If an employee is delayed upon arrival at a sally port or between the sally port(s) and their assigned work area, through no fault of the employee, the delay shall not be used against the employee.

6.2 Voluntary Callback

A. For employees who are covered by the FLSA, the State will credit a Bargaining Unit 19 employee with a minimum of four (4) hours regular work time for an authorized callback when an employee is called back to work after completion of his/her regularly scheduled work shift and has left the work premises. When a Bargaining Unit 19 employee is called back within four (4) hours of the beginning of the employee's next scheduled work shift, call back credit shall be received only for the hours remaining before the beginning of the employee's next scheduled work shift.

B. Callback credit will commence when the employee begins work and will terminate when the employee stops working. However, hours worked which are contiguous to an employee's regular working hours, which may include a meal period after completion of a regular work shift, will not be considered callback.

C. At the discretion of the State, callback credit may be paid in cash to the employee.

D. The State shall utilize standby coverage, not voluntary callback, for facilities that require a pharmacist to be on standby twenty-four hours per day due to licensing or accreditation.

6.3 Standby

A. For Bargaining Unit 19 employees covered by FLSA, standby is defined as the express requirement that an employee be available during specified off-duty hours to receive communication regarding a requirement to return to work. It shall not be considered standby when employees are contacted or required to work but have not been required to be available for receipt of such contact.

B. Each department or designee may establish procedures with regard to how contact is to be made and with regard to response time while on standby.

C. An employee who is required to be on standby status will be compensated in the following manner: for every four (4) hours on standby, an employee shall receive one (1) hour of compensating time off (CTO). For every hour on standby or major fraction thereof (30 minutes or more), an employee shall receive fifteen (15) minutes of compensating time off.

D. No standby credit will be earned if the employee is called back to work and receives callback credit during any given four-hour period.

E. For employees covered by FLSA, CTO credit earned as a result of standby shall be considered time worked for the purposes of qualifying for overtime. The time spent on standby status does not count towards an employee's forty hour (40) workweek.

F. At the discretion of the State, CTO credited as a result of standby may be paid in cash to the employees.

6.4 Alternate Work Schedules

A. Alternate work schedules include, but are not limited to, variable daily work hours, flex-time, adjusted weekly work schedules, 9-80, and/or 4-10-40.

B. Upon request of an authorized Union representative, the State agrees to meet with the Union to consider its proposals to establish alternate work hours within an office, program or work unit.

C. An individual may request an alternate work schedule. These requests shall not be unreasonably denied. If a decision must be made between individuals seeking an alternate work schedule, priority should be given based on state service seniority.

D. The person with the authority to respond will endeavor within fifteen (15) calendar days of the initial request to approve or deny in writing the response to an alternate work schedule request. Where it is not possible to respond within the fifteen (15) calendar days, the response in writing will be given no later than thirty (30) calendar days of the request.

    1. Requests for alternate work schedules shall not be arbitrarily denied or cancelled.

2. Cancellation of an alternate work schedule will be based on operational needs and the specific reason for the cancellation will be provided in writing within thirty (30) calendar days.

E. When an employee falls short of the total number of hours for the pay period because of a 4-10-40 or other alternate work schedule and despite having worked forty (40) hours each week, the following shall occur in order to reconcile pay:

1. If the employee has "excess time" on the books, this time shall be used first. "Excess time" is defined as hours accumulated as a result of an alternate work schedule without working overtime.

2. If the employee does not have excess time, the employee shall use accumulated CTO. In the absence of accrued CTO, the employee shall use vacation or dock time.

F. Where religious holiday observances help maintain "good standing" in a Chaplain's denomination or faith group, a Chaplain shall be able to exchange religious holidays for regular days off.

G. Maintaining a minimum leave balance alone is not the only determining factor in the approval or denial of an alternate work schedule for Bargaining Unit 19 WWG E employees.

6.5 Voluntary Reduced Worktime/Job Sharing

A. A department head or designee may grant a permanent employee's request to work less than full time, but no less than half time. Employees shall receive a proportionate reduction in salary, retirement credits, sick leave accrual, vacation leave accrual, holiday pay, and seniority. Employees shall continue to receive the full State contribution to health, dental, and vision plans as provided in Section 10.1 of this Agreement.

B. Under this Article, two equally qualified employees may share one full-time job. The State shall consider such requests and may not deny requests for job sharing except for defined operational reasons. Specific reason(s) for the denial will be provided in writing within fifteen (15) business days.

6.6 Intermittent Employment of FLSA Exempt Employees

A. A permanent intermittent position or appointment is a position or appointment in which the employee is to work periodically or for a fluctuating portion of the full-time work schedule. A permanent intermittent employee may work up to one thousand five hundred (1,500) hours in any calendar year based upon Government Code Section 19100 et “seg”. The number of hours and schedule of work shall be determined based upon the operational needs of each department. The use of the State Personnel Board Rule 277 is one of the many employment alternatives the appointing power may elect to use to fill vacant positions within a competitive selection process.

B. Each Department may establish a pool of Bargaining Unit 19 employees who are available for intermittent employment based upon operational need. The pool shall not be established for the purpose of circumventing the hire of employees on a full-time basis.

C. Each Department shall provide a permanent intermittent employee with a minimum of seventy-two (72) hours notice of the work schedule, except when they are called to fill in for unscheduled absences or for unanticipated operational needs.

D. Upon mutual agreement, a department head or designee may grant a permanent intermittent employee a period of non-availability not to exceed twelve (12) months during which the employee may not be given a waiver. The period of non-availability may be revoked based on operational needs. An employee on non-available status who files for unemployment insurance benefits shall be immediately removed from such status.

E. The State may permit the appointment of eligible permanent full-time Bargaining Unit 19 employees for additional appointments to fill advertised vacancies; or when management determines additional workload needs. Employees will document the actual hours worked and compensated at the established rate of pay at the institution where they are working their additional appointment.

F. Employees holding a position in addition to other full-time Bargaining Unit 19 employment with the State shall not receive credits (such as leave credits, State service) or benefits (such as health or retirement) for service in the additional position pursuant to the applicable government code sections and regulations.

6.7 Meal Periods

Except for employees who are assigned to a straight eight (8) hour shift, full-time employees shall normally be allowed a meal period of not less than 30 minutes or more than 60 minutes which shall be determined by the employee's supervisor. Meal periods shall not be counted as part of the total hours worked.

6.8 Rest Periods

An employee may be granted a rest period on State time not to exceed fifteen (15) minutes during each four (4) hours of their work shift. A rest period normally shall not be granted during the first or last hour of the work shift. An employee shall not leave his or her assigned work area without permission from the supervisor. Rest periods may not be accumulated.

6.9 Rest Areas

A. Bargaining Unit 19 employees shall be permitted to use existing break rooms or rest areas for rest periods if it does not involve a departmental additional cost; if it does not interfere with departmental business needs; if it does not involve areas restricted for health and safety reasons; or if it does not impact on patient health and safety.

B. The departments shall endeavor to retain existing break rooms or rest areas unless the space becomes necessary for the conduct of State business. Bargaining Unit 19 employees may identify and request specific alternative locations which allow them to be removed from their daily routine.

6.10 Schedule/Shift Changes

The State will provide Bargaining Unit 19 employees with thirty (30) calendar days, but no less than 15 calendar days, advance notice of permanent schedule or shift changes when the changes are made at other than the employee's request. Upon written request, the department head or designee will provide the employee with a reason for the schedule change.

6.11 On-Call/Call Back Assignment for CDCR/CCHCS Exempt Employees

A. ON-CALL ASSIGNMENT

1. On-call assignment is defined as a work-shift which is performed in addition to the Bargaining Unit 19 employees' regularly scheduled workweek in which the Bargaining Unit 19 FLSA exempt employee is:

    a. Available by telephone electronic paging device at all times; and

    b. Normally immediately available to return to the facility for any required medical support deemed necessary by the employee.

2. If the State deems it necessary, the State shall issue a Bargaining Unit 19 employee a cell phone or electronic paging device during an on-call assignment.

3. Bargaining Unit 19 employees shall receive eight (8) hours CTO or eight (8) hours compensation, at management's discretion, for each completed on-call assignment of seven (7) days.

4. Bargaining Unit 19 employees who complete on-call assignments of less than seven (7) days shall receive a pro rated amount (1.15 hours per day) in either cash or CTO, at management's discretion.

5. When on-call is scheduled, the employee may request cash compensation. It is at management's discretion whether the request is granted.

6. On-call assignments shall only apply to Senior Psychologist (Specialist), Psychologist, and Clinical Social Work (CSW) classifications.

7. The State shall use qualified on-call personnel in the following order:

    a. Volunteering Bargaining Unit 19 employee;

    b. Mandatory assignments in inverse seniority order. CDCR/CCHCS shall endeavor to utilize available resources prior to making mandatory assignments under this language;

c. For the purpose of this section, “qualified” means a Bargaining Unit 19 employee possesses a current and unrestricted license, not under any adverse action, and not under investigation.

8. Employees may accrue up to 480 hours of CTO. All hours in excess of 480 shall be compensated in cash.

B. CALL BACK ASSIGNMENT

1. Bargaining Unit 19 employees who are required to return to the institution for a work-shift in addition to the Bargaining Unit 19 employees' regularly scheduled workweek shall receive hour for hour credit (CTO) with four (4) hours guaranteed. The four (4) hours begins when the employee arrives at the institution. When a Bargaining Unit 19 employee is called back within four (4) hours of the beginning of the employee’s next scheduled work-shift, call back credit shall be received only for the hours remaining before the beginning of the employee’s next scheduled work-shift.

2. Bargaining Unit 19 employees called back to an institution, under the provisions of Article 6.11 above, and who then leave and are called back again within the same four (4) hour period, shall only be compensated for additional hours worked beyond the four (4) hour call back guarantee.

3. In addition to the hour for hour credit and four (4) hours guaranteed, Bargaining Unit 19 employees shall be compensated for one (1) hour for travel time. Compensation shall be either CTO or cash at management’s discretion. Returns to the institution shall be documented.

   a. When an employee is called back to the institution on a holiday, the employee may request cash compensation. It is at management’s discretion whether the request is granted.

4. Bargaining Unit 19 employees called back to an institution during a holiday shall receive either pay or CTO in accordance with Article 8.1 (Holidays), paragraph (H).

C. Compensation for On-Call/Call Back assignment shall not exceed 24 hours in any one (1) day period.

D. Upon employee request and supervisory approval, following an arduous on-call/ callback assignment, the department will attempt to grant the request for time off taking into account operational needs. If granted, the employee must use leave credits.

E. The provisions of Article 6.11 (A)(5) and Article 6.11 (B)(3a) are not subject to the grievance and arbitration procedure of this agreement.

ARTICLE 7 – SALARIES

7.1 Adjusted Pay Ranges

1. Effective January 1, 2017, all employees in Bargaining Unit 19 shall receive a general salary increase (GSI) of 3.5%. Effective July 1, 2021, all employees in Bargaining Unit 19 shall receive a general salary increase (GSI) of 5.06 percent. This salary increase includes 0.06 percent to account for the compounding of the following two increases:

    - 2.5 percent
    - 2.5 percent

2. Effective July 1, 2022, all employees in Bargaining Unit 19 shall receive a GSI of 2.5%.

7.2 Merit Salary Adjustments

A. Bargaining Unit 19 employees shall receive annual Merit Salary Adjustments (MSA) in accordance with Government Code Section 19832. An employee shall be notified in writing the reasons for the denial of a MSA prior to the employee's salary anniversary date. Notwithstanding CalHR Rule 599.684, an employee whose merit salary adjustment is denied may appeal pursuant to Article 5 (Grievance and Arbitration) of this Agreement.

B. Employees, at their discretion, who are eligible for a range change may defer their range change up to six (6) qualifying pay periods in order to coincide the range change with the effective date of their MSA. Said request by employee shall be in writing and submitted no less than thirty (30) days prior to the employee's anniversary date for purposes of the range change.

7.3 Institutional Worker Supervision Pay Differential (IWSP) (Formerly Alternate Range-40).

A. Bargaining Unit 19 employees who have regular and direct responsibility for work supervision, on-the-job training and work performance evaluation of at least two (2) inmates, wards or resident workers who take the place of civil service employees for a total of 173 allocated hours a pay period shall, subject to the approval of the California Department of Human Resources, receive a pay differential of $325 per qualifying pay period.

B. The pay differential shall be subject to PERS deduction for either the employee or the State.

C. The pay differential shall be prorated for less than full-time employees.

D. The pay differential shall only be included in overtime calculations for FLSA eligible classes, and shall not be included to calculate NDI, lump sum vacation, sick leave and excess hours due to fluctuating work schedules.

7.4 Recruitment and Retention Differential

A. The State may provide Bargaining Unit 19 employees a recruitment and retention differential for specific positions, classifications, facilities, or geographic locations. When the state determines to change and/or implement a recruitment and retention differential, it shall notice and meet and confer over the impact of this decision.

B. Less than full-time permanent employees shall receive the recruitment and retention differential on a pro rata basis.

C. Permanent intermittents shall receive a prorated recruitment and retention differential based on the hours worked in the pay period.

D. Recruitment and retention payments shall be considered as compensation for purposes of retirement contributions, except for the commute program and/or any annual recruitment and retention differentials or bonuses.

E. The department may withdraw any recruitment and retention differential for a specific position(s), classifications, facilities or geographic locations for new hires with a 30-day notice to AFSCME.

F. It is understood by AFSCME that the decision to implement or not implement recruitment and retention payments or to withdraw authorization for such payments or differential, and the amount of such payments or differentials rest solely with the State and that such decision is not grievable or arbitrable.

7.5 Recruitment and Retention Differential – Rehabilitation Therapists

A. The State shall provide a recruitment and retention differential of $200 per month to all employees in the classes listed below:

CLASS CODE	SCHEM CODE	CLASSIFICATION
8282	TP60	Consultant in Occupational Therapy for Physically Handicapped Children
8271	TP20	Consultant in Physical Therapy for Physically Handicapped Children
8310	TR20	Industrial Therapist
8320	TR25	Industrial Therapist, Safety

B. Employees at locations authorized to receive a higher recruitment and retention differential as defined in this agreement, shall continue to receive said differential at the higher rate and will not receive the additional differential as outlined above.

C. Less than full-time permanent employees shall receive this recruitment and retention differential on a pro rata basis.

D. Permanent intermittent employees shall receive a prorated recruitment and retention differential based on the hours worked in the pay period.

E. The above recruitment and retention differential payments shall be considered as compensation for purposes of retirement contributions.

7.6 Recruitment and Retention Differential Psychologists at DJJ

A. The State shall provide a recruitment and retention differential of $300 per month to employees working at the CDCR Division of Juvenile Justice in the classes listed below:

CLASS CODE	SCHEM CODE	CLASSIFICATION
9290	XL95	Staff Psychologist – Clinical CF

B. It is understood by AFSCME that this provision is a program which is designed to address recruitment and retention problems that exist with the specific classifications listed above and that the decision to implement this differential is the sole responsibility of the State and that such decision is not grievable or arbitrable.

C. Employees at locations authorized to receive a higher recruitment and retention differential as defined in this agreement, shall continue to receive said differential at the higher rate and will not receive the additional differential as outlined above.

D. Less than full-time permanent employees shall receive this recruitment and retention differential on a pro rata basis.

E. Permanent intermittent employees shall receive a prorated recruitment and retention differential based on the hours worked in the pay period.

F. The above recruitment and retention differential payments shall be considered as compensation for purposes of retirement contributions.

7.7 Recruitment and Retention Differential – Individual Program Coordinator

CLASS CODE	SCHEM CODE	CLASSIFICATION
9890	XQ90	Individual Program Coordinator
9897	XQ91	Individual Program Coordinator (Safety)

A. The State shall continue to provide a recruitment and retention differential to the Department of Developmental Services for the classification listed above at the following locations:

Porterville Developmental Center	$500 per pay period

B. It is understood by AFSCME that this provision is a pilot program which is designed to address recruitment and retention problems that exist with the specific classifications listed above and that the decision to implement this differential is the sole responsibility of the State and that such decision is not grievable or arbitrable.

C. Employees at locations authorized to receive a higher recruitment and retention differential as defined in this agreement, shall continue to receive said differential at the higher rate and will not receive the additional differential as outlined above.

D. Less than full-time permanent employees shall receive this recruitment and retention differential on a pro rata basis.

E. Permanent intermittent employees shall receive a prorated recruitment and retention differential based on the hours worked in the pay period.

F. The above recruitment and retention differential payments shall be considered as compensation for purposes of retirement contributions.

7.8 Recruitment and Retention Differential, California Department of Corrections & Rehabilitation (CDCR)

The following applies except for those classifications under the Receiver's Authority (Plata) and the Coleman Court:

A. Effective November 1, 2001, employees who are employed at Avenal State Prison, Ironwood, Calipatria State Prison, Centinela State Prison, or Chuckawalla Valley State Prison, CDCR, for twelve (12) consecutive qualifying pay periods, shall be eligible for a recruitment and retention bonus of $2,400.00, payable thirty (30) days following the completion of twelve (12) consecutive qualifying pay periods.

B. If an employee voluntarily terminates, transfers or is discharged prior to completing twelve (12) consecutive pay periods at any of the entities cited in "A", there will be no pro rata payment for those months at either facility.

C. If an employee is mandatorily transferred by the Department, he/she shall be eligible for a pro rata share for those months served.

D. If an employee promotes to a different facility or department other than any of the entities cited in "A" above, prior to completion of the twelve (12) consecutive qualifying pay periods, there shall be no pro rata of this recruitment and retention bonus. After completing the twelve (12) consecutive qualifying pay periods, an employee who promotes within the Department will be entitled to a pro rata share of the existing retention bonus.

E. Part-time and intermittent employees shall receive a pro rata share of the annual recruitment and retention differential based on the total number of hours worked excluding overtime during the twelve (12) consecutive qualifying pay periods.

F. Annual recruitment and retention payments shall not be considered as compensation for purposes of retirement contributions.

G. Employees on IDL, EIDL and TD shall continue to receive this stipend.

H. If an employee is granted a leave of absence, the employee will not accrue time towards the twelve (12) qualifying pay periods, but the employee shall not be required to start the calculation of the twelve (12) qualifying pay periods all over. For example, if an employee has worked for (4) months at qualifying institution and then takes six (6) months' pregnancy/parental leave, the employee will have only eight (8) additional qualifying pay periods before the initial payment of $2,400.

I. It is understood by AFSCME that the decision to implement or not implement annual recruitment and retention payments or differential, and the amount of such payments or differentials, rest solely with the State and that such decisions are not grievable or arbitrable.

J. During the term of this Agreement, the Department of Human Resources may authorize a recruitment and retention differential of up to $2,400 for other State Prisons in the Department of Corrections & Rehabilitation. If authorized, the provisions of paragraphs "B" through "G" shall apply.

7.9 Night Shift and Weekend Shift Differential

A. Bargaining Unit 19 employees who regularly work shifts shall receive a night shift pay differential as set forth below:

1. Bargaining Unit 19 employees shall qualify for the first night shift (PM shift) pay differential of eighty (80) cents per hour where four (4) or more hours of the regularly scheduled work shift falls between 6:00 p.m. and 12:00 midnight. Effective July 1, 2021, the differential rate will change to $1.65 per hour.

2. Bargaining Unit 19 employees shall qualify for the second night shift (NOC shift) pay differential of one (1) dollar per hour where four (4) or more hours of the regularly scheduled work shift falls between 12:00 midnight and 6:00 a.m. Effective July 1, 2021, the differential rate will change to $2.00 per hour.

B. For Rehabilitation Therapists in the Departments of Developmental Services and State Hospitals, shift differentials will be paid as follows:

1. Bargaining Unit 19 employees whose regularly scheduled shift requires them to work four (4) or more hours between the hours of 4 p.m. and 12 midnight will be paid eighty (80) cents per hour for all hours worked. Effective July 1, 2021, the differential rate will change to $1.65 per hour.

2. Bargaining Unit 19 employees whose regularly scheduled shift requires them to work four (4) or more hours between the hours of 12 midnight and 6 a.m. will be paid one (1) dollar per hour for all hours worked. Effective July 1, 2021, the differential rate will change to $2.00 per hour.

C. Bargaining Unit 19 employees who work four (4) or more hours of a scheduled shift on either a Saturday or a Sunday shall receive an additional sixty-five (65) cents pay differential per hour for their scheduled weekend work. Effective July 1, 2021, the differential rate will change to $1.35 per hour.

D. "Regularly scheduled work shift" are those regularly assigned work hours established by the department director or designee for the duration of at least one (1) monthly pay period.

E. The pay differentials shall not be subject to CalPERS deductions for the purpose of retirement contributions.

7.10 Bilingual Differential Pay

Bilingual Differential Pay applies to those positions designated by the California Department of Human Resources as eligible to receive bilingual pay according to the following standards:

A. Definition of bilingual positions for Bilingual Differential Pay

1. A bilingual position salary differential purposes requires the use of a bilingual skill on a continuing basis averaging ten percent (10%) of the time. Anyone using their bilingual skills ten percent (10%) or more of the time will be eligible whether they are using them in a conversational, interpretation, or translation setting. In order to receive bilingual differential pay, the position/employee must be certified by the using department and approved by the California Department of Human Resources. Time should be an average of the time spent on bilingual activities during a given fiscal year.

2. The position must be in a work setting that requires the use of bilingual skills to meet the needs of the public in either:

    a. A direct public contact position;

    b. A hospital or institutional setting dealing with patient or inmate needs;

    c. A position utilized to perform interpretation, translation, or specialized bilingual activities for the department and its clients.

3. Position(s) must be in a setting where there is a demonstrated client or correspondence flow where bilingual skills are clearly needed.

4. Where organizationally feasible, departments should ensure that positions clearly meet the standards by centralizing the bilingual responsibility in as few positions as possible.

5. Actual time spent conversing or interpreting in a second language and closely related activities performed directly in conjunction with the specific bilingual transaction will count toward the ten percent (10%) standard.

B. Rate

1. An employee meeting the bilingual differential pay criteria during the entire monthly pay period would receive a maximum $100 per monthly pay period, including holidays. Effective July 1, 2021, the differential rate will change to $200 per monthly pay period, including holidays.

2. A monthly employee meeting the bilingual differential pay criteria less than the entire pay period would receive the differential on a pro rata basis.

3. A fractional month employee meeting the bilingual differential pay criteria would receive the differential on a pro rata basis.

4. An employee paid by the hour meeting the bilingual differential pay criteria would receive a differential of $.58 per hour. Effective July 1, 2021, the differential rate will change to $1.15 per hour.

5. An employee paid by the day meeting the bilingual differential pay criteria would receive a differential of $4.61 per day. Effective July 1, 2021, the differential rate will change to $9.23 per day.

C. Employees, regardless of the time base or tenure, who use their bilingual skills more than ten percent (10%) of the time on a continuing basis and are approved by the Department of Human Resources will receive the bilingual differential pay on a regular basis.

D. Bilingual differential payments will become earnings and subject to contributions to the State Retirement System, OASDI, levies, garnishments, Federal and State taxes.

E. Employees working in positions which qualify for regular bilingual differential pay as authorized by the California Department of Human Resources may receive the appropriate pay during periods of paid time off and absences (e.g., sick leave, vacation, holidays, etc.).

F. Employees will be eligible to receive the bilingual differential payments on the date the California Department of Human Resources approves the departmental pay request. The effective date shall be retroactive to the date of appointment, not to exceed one (1) year, and may be retroactive up to two (2) years, to a position requiring bilingual skills when the appointment documentation has been delayed. The effective date for bilingual pay differential shall coincide with the date qualified employees begin using their bilingual skills on a continuing basis averaging ten percent (10%) of the time, consistent with the other provisions of this section.

G. Bilingual salary payments will be included in the calculation of lump sum vacation, sick leave and extra hour payments to employees terminating their State service appointment while on bilingual status.

H. Employees will not receive bilingual salary compensation for overtime hours worked, except upon separation from State service, regardless of total hours during the pay period. Agencies may not include bilingual salary compensation when computing overtime rate.

I. Employees receiving regular bilingual differential pay will have their transfer rights determined from the maximum step of the salary range for their class. Incumbents receiving bilingual pay will have the same transfer opportunities that other class incumbents are provided.

J. The bilingual differential pay shall be included in the rate used to calculate temporary disability, industrial disability and non-industrial disability leave benefits.

7.11 Overpayments/Payroll Errors

A. When the State determines an overpayment has been made to an employee, it shall notify the employee of the overpayment and afford the employee an opportunity to respond prior to commencing recoupment actions. Thereafter, reimbursement shall be made to the State through one of the following methods mutually agreed to by the employee and the State:

   1. Cash payment or payments.

   2. Installments through payroll deduction to cover at least the same number of pay periods in which the error occurred.

   3. The adjustment of appropriate leave credits or compensating time off, provided that the overpayment involves the accrual or crediting of leave credits (e.g., vacation, annual leave, or holiday) or compensating time off. Any errors in sick leave balances may only be adjusted with sick leave credits. Absent mutual agreement on a method of reimbursement, the State shall proceed with recoupment in the manner set forth in paragraph (2).

B. An employee who is separated from employment prior to full repayment of the amount owed shall have withheld from any money owing the employee upon separation an amount sufficient to provide full repayment. If the amount of money owing upon separation is insufficient to provide full reimbursement to the State, the State shall have the right to exercise any and all other legal means to recover the additional amount owed.

C. Amounts deducted from payment of salary or wages pursuant to the above provisions, except as provided in subdivision (B), shall in no event exceed twenty-five (25) percent of the employee’s net disposable earnings.

D. No administrative action shall be taken by the State pursuant to this section to recover an overpayment unless the action is initiated within three (3) years from the date of overpayment.

E. If an employee disputes that an overpayment has occurred, the employee may file a grievance at the second step of the grievance process.

7.12 Salary Definitions

As used in this article, terms are defined as follows:

1. “Salary range” is the range rates between, and including, the minimum and maximum rate currently authorized for the class;

2. “Step” for employees compensated on a monthly basis is a 5 percent differential above or below a salary rate rounded to the nearest dollar and for employees compensated on a daily or hourly basis is a five (5) percent differential above or below a rate rounded to the nearest dollar and cents amount. One step higher is calculated by multiplying the rate by 1.05 (e.g., $2,300 x 1.05= $2,415). One step lower is calculated by dividing the rate by 1.05 (e.g., $2,415 / 1.05= $2,300);

3. “Rate” for employees compensated on a monthly basis is any one of the full dollar amounts found within the salary range and for employees compensated on a daily or hourly basis is any one of the dollar and cents amounts found within the salary range;

4. “Range differential” is the difference between the maximum rate of two salary ranges;

5. “Substantially the same salary range” is a salary range with the maximum salary rate less than two steps higher than or the same as the maximum salary rate of another salary range;

6. “Higher salary range” is a salary range with the maximum salary rate at least two steps higher than the maximum salary rate of another salary range;

7. “Lower salary range” is a salary range with the maximum salary rate any amount less than the maximum salary rate of another salary range. Unless otherwise provided the lowest salary range currently authorized for class is used to make salary comparisons between classes except for deep classes. Any rate falling within the salary range for class may be used to accomplish appropriate step differentials in movement between classes and salary ranges.

7.13 Clinical Supervision Differential – Licensed Clinical Social Workers and Licensed Psychologists

A. The State shall provide a differential to:

1. Licensed Clinical Social Workers (LCSW) who provide clinical supervision to a pre-licensed Clinical Social Worker who is registered with the Board of Behavioral Sciences (BBS), or who provide clinical supervision to a Social Work Associate who is properly registered with the BBS and who is working toward completion of the requirements for licensure as a Licensed Clinical Social Worker (LCSW) with the approval of the appropriate supervisor.

2. Licensed Psychologists, all classifications, who provide clinical supervision to an unlicensed individual (in the classifications of Clinical Psychology Intern, Psychology Associate, or any of the Psychologist classifications) who is accruing supervised professional experience for the purpose of obtaining California licensure as a psychologist in accordance with the rules and regulations of the Board of Psychology (BOP) with the approval of the appropriate supervisor.

B. The LCSW or licensed Psychologist must accept responsibility for at least one (1) individual in the above categories, respectively, to be eligible for the differential.

C. The LCSW shall have met the BBS requirements and be registered as the clinical supervisor with the BBS. The licensed Psychologist shall have met the requirements of the BOP, as defined in their regulations, to provide qualifying supervision.

D. Employees meeting the above criteria for at least eleven (11) days during a qualifying pay period shall receive a $100 differential for that pay period.

E. In the event that the State supervisor identifies performance issues, and has been unable to resolve these issues through appropriate administrative intervention, the State supervisor may terminate the clinical supervision and the differential shall be terminated.

F. The above differential payments shall not be considered as compensation for purposes of retirement contributions.

G. Upon request from AFSCME, DSH, DDS and/or CDCR agree to form individual committee(s) to determine the feasibility of continuance or enhancements to this program. The committee will be structured pursuant to Section 19.6.

7.14 Arduous Pay

The State at its discretion may provide arduous pay, $300 - $1200 per pay period, to Work Week Groups E and SE employees in accordance with the existing Pay Differential 62, FLSA Exempt Employee Differential For Extremely Arduous Work and Emergencies. The following criteria shall apply:

A. Requests for arduous pay shall be made to California Department of Human Resources (CalHR) on a case-by-case basis by the employing department. CalHR shall evaluate said requests based on whether it satisfies all of the following:

- Non-negotiable Deadline or Extreme Urgency

The work must have a deadline or completion date that cannot be controlled by the employee or his/her supervisor, or must constitute an extreme urgency. The deadline or extreme urgency must impose upon the employee an immediate and urgent demand for his/her work that cannot be avoided or mitigated by planning, rescheduling, postponement or rearrangement of work, or modification of the deadline.

- Work Exceeds Normal Work Hours and Normal Productivity

  The work must be extraordinarily demanding and time consuming, and of a nature that it significantly exceeds the normal workweek and work productivity expectations of the employee's work assignment.

  Employees who are excluded from FLSA are expected to work variable work scheduled as necessary to meet the demands of the job. This pay differential is not intended for employees who regularly or occasionally work in excess of the normal workweek to meet normal workload demands. It is intended where in addition to working a significant number of hours in excess of the normal workweek, there is a demand for and achievement of greater productivity or result.

  Time that an employee is absent during his/her regular working hours, whether paid or unpaid, shall be taken into consideration when CalHR reviews arduous pay requests from departments.

- Work is Unavoidable

  The work must be of a nature that it cannot be postponed, redistributed, modified, reassigned or otherwise changed in any way to provide relief.

- Work Involves Extremely Heavy Workload

  The work is of a nature that it cannot be organized or planned to enable time off in exchange for the extra hours worked. The absence from work would cause difficulty or hardship on others and would result in other critical work not being completed. Occasional heavy workload of less than twelve (12) to fourteen (14) days in duration would not normally satisfy this requirement because time off can be arranged as compensation for this demand.

- No other Compensation

  The employee who is receiving this pay differential is not eligible for any other additional compensation for the type and nature of the above-described work.

- Department decisions not to submit arduous pay requests to the CalHR, and CalHR decisions to deny arduous pay, shall not be subject to the grievance or arbitration provisions in Article 5.

B. Nothing in this section or in Pay Differential 62 is intended to change or modify the definition, interpretation, or application of Work Week Groups E or SE.

C. If an employee is absent using paid leave during the period of time of which arduous pay is requested, or an employee can average hours by taking time off, then it suggests these criteria have not been met.

D. The decision of CalHR pursuant to these criteria shall be final and shall not be subject to either the grievance or arbitration procedure in Article 5.

7.15 Union-Management Committee on State Payroll System

A. The parties agree to establish a Union-Management Committee to advise the State Controller on planned and anticipated changes to the State's payroll system. Topics to be explored include, but are not limited to, design of and transition to a biweekly pay system, hourly rates of pay, changes in earnings statements, and direct deposit of employee's pay.

B. The committee shall be comprised of an equal number of management representatives and Union representatives. In addition, the California Department of Human Resources shall designate a chairperson of the committee.

C. The Union may have one representative who shall serve without loss of compensation. All other expenses shall be the responsibility of each party participating on this committee.

7.16 Recruitment and Retention Differential – Pharmaceutical Consultant I – Department of Health Care Services

In accordance with Section 7.4 the State agrees to continue the $1500 monthly pay differential for Department of Health Care Services Pharmaceutical Consultants I that went into effect on July 1, 2007.

7.17 Intern Supervision Differential

A. The State shall provide a differential to the following Bargaining Unit 19 employees who supervise an intern in accordance with an appropriate governing body, toward licensure, certification or credentialing:

- Public Health Nutrition Consultant III (Specialist) (Class Code 2166)
- Rehabilitation Therapists (Class Codes 8414*, 8420, 8423*, 8422*, 8311*, 8321, 8289*, 8323, 8312*, 8324)
- Recreational Therapists (Class Codes 9286)
- Registered Dietitians (Class Codes 9279*, 2167*, 2172*)
- Physical Therapists I and II (Class Codes 8280*, 9281*, 8315*, 8277*, 9342*)

- Occupational Therapists (Class Codes 8288*, 9280*, 8204*)

- Senior Occupational Therapists (Class Codes 8287*, 9346*)

  *effective the first day of the pay period following ratification by the Legislature and AFSCME

B. Employees meeting the above criteria for at least eleven (11) days during a qualifying pay period shall receive a $100 differential for that pay period.

C. In the event that the State supervisor identifies performance issues, and has been unable to resolve these issues through appropriate administrative intervention, the State supervisor may terminate the clinical supervision and the differential shall be terminated.

D. The above differential payments shall not be considered as compensation for purposes of retirement contributions.

E. Upon request from AFSCME, DSH, DDS and/or CDCR agree to form individual committee(s) to determine the feasibility of continuance or enhancements to this program. The committee will be structured pursuant to Article 19.6.

7.18 Special Salary Adjustments

1. Effective July 1, 2022, the following classifications will receive a onetime special salary adjustment of 8%.

   - Adoption Specialist (Class Code 9423)

2. Effective July 1, 2022, the following classifications will receive a onetime special salary adjustment of 2.5%.

   - Individual Program Coordinator (9890, 9897)

3. Effective July 1, 2022, the maximum of the salary for the classifications below shall be adjusted by increasing the maximum of the salary range by percentage identified below. Employees at the old maximum salary range for a minimum of twelve (12) qualifying pay periods shall receive an increase. Employees at the old maximum salary rate for less than twelve (12) qualifying pay periods shall receive a new salary anniversary date based on qualifying service. Qualifying service toward the twelve (12) qualifying pay periods shall be in accordance with CalHR Rules 599.682(b) and 599.687. All other employees shall retain their salary and merit salary anniversary date (MSA).

   A. 8% for the following classes:

   - Pharmacist I (7982, 7659)
   - Physical Therapist I (8280, 9281, 8315)
   - Physical Therapist II (8277)

B. 4% for the following classes:

- Child Nutrition Assistant (2159)
- Child Nutrition Consultant (2160)
- Public Health Nutrition Consultant (2162, 2166)
- Registered Dietitian (2167, 2172, 9279)

C. 2.5% for the following classes:

- Audiologist I (8273, 8299)
- Speech Pathologist I (8279, 8309)
- Speech Pathologist II (8278)
- Behavior Specialist I (9823)
- Behavior Specialist II (9824)

4. The State and AFSCME will establish a committee to study the following classifications and will mutually decide on appropriate special salary adjustments to become effective July 1, 2023. These special salary adjustment decisions should not interfere with the classification reviews or recommendations developed by the joint labor management committee in Article 15.15. Salary adjustments and related benefits shall not exceed 0.75% of payroll for AFSCME as of June 2020. The committee and study will focus on class definition, typical tasks, minimum qualifications of the class specification; Class Consolidation; Severity of the inequity; Recruitment and retention issues; Number of existing employees. The study will be completed no later than July 1, 2023.

- Senior Vocational Rehabilitation Counselors (all classes)
- Licensing Program Analysts (all classes)
- Occupational Therapist (all classes)
- Rehabilitation Therapist (all classes)
- Physician Assistant

ARTICLE 8 – HOLIDAYS

8.1 Holidays

A. All full-time employees shall be entitled to such holidays with pay as provided herein, in addition to any official State holidays appointed by the Governor.

B. Such holidays shall include:

- January 1,
- the third Monday in January,
- the third Monday in February,

- March 31,
- the last Monday in May,
- July 4,
- the first Monday in September,
- November 11,
- Thanksgiving Day,
- the day after Thanksgiving Day, and
- December 25 (Christmas)

C. When November 11 falls on a Saturday, full-time employees shall be entitled to the preceding Friday as a holiday with pay.

D. When a holiday other than a personal holiday or November 11 falls on a Saturday, full-time employees shall, regardless of whether they work on the holiday, only accrue an additional eight (8) hours of personal holiday credit per fiscal year, per said holiday.

E. When a holiday other than a personal holiday falls on Sunday, the following Monday, not Sunday, shall be treated as the holiday for purposes of this Article.

F. When an observed holiday falls on an employee's regularly scheduled day off, employees shall accrue up to eight (8) hours of holiday credit, per said holiday, in accordance with Section 8.1 (A), (B) and (I). Any employee shall receive compensation for only the observed or actual holiday, not both.

G. Full-time employees covered by the provisions of the Fair Labor Standards Act (FLSA) who are required to work on January 1, the last Monday in May, July 4, the first Monday in September, Thanksgiving Day and Christmas shall be entitled to pay at one and one-half (1.5) times for all hours worked on the holiday and eight hours of holiday credit. The method of compensation shall be at the appointing authority's discretion.

    1. Overtime hours worked on a holiday shall be paid the overtime premium, at a rate of one-half (0.5) times the applicable hourly rate, in addition to pay for working on a holiday. Holiday premium pay, calculated at one-half (0.5) times the applicable hourly rate for hours worked on January 1, the last Monday in May, July 4, the first Monday in September, Thanksgiving Day and Christmas shall count towards any premium overtime compensation earned during the same workweek. This section satisfies the provision of Article 6 (Hours of Work and Overtime).

2. Notwithstanding subdivision (E) above, when January 1, the last Monday in May, July 4, the first Monday in September, Thanksgiving or December 25 falls on a Sunday and the employee is required to work on the Sunday, the employee shall be paid one and one-half (1.5) times for all hours worked on the Sunday.

3. Employees shall not receive one and one-half (1.5) times for hours worked on the Monday following the Sunday holiday. For example, employees will receive the following when a holiday identified in this subdivision falls on a Sunday:

Sunday (Holiday)	Monday	Employee Compensation
Employee works 8 hours	Employee works 8 hours	• 8 hrs @ 1.5 rate (Sun) • 8 hrs regular pay for working and 8 hrs holiday credit (Mon)
Employee works 8 hours	Employee does not work	• 8 hrs @ 1.5 rate (Sun) • Compensation per subdivision (A) above (Mon)
Employee does not work	Employee works 8 hours	• No compensation for Sunday • 8 hrs regular pay for working and 8 hrs holiday credit (Mon)
Employee does not work	Employee does not work	• No compensation for Sunday • Compensation per subdivision (A) above (Mon)

H. Full-time employees who are exempt from the provisions of the FLSA who are required to work on January 1, the last Monday in May, July 4, the first Monday in September, Thanksgiving Day and December 25, shall receive an additional four (4) hours of Informal Time Off (ITO) in addition to the holiday credit received for the holiday.

Notwithstanding subdivision (E) above, when January 1, the last Monday in May, July 4, the first Monday in September, Thanksgiving Day or December 25 falls on a Sunday and the FLSA-exempt employee is required to work on the Sunday, the employee shall receive four (4) hours of ITO for working on the Sunday. Employees shall not receive ITO for hours worked on the Monday following the Sunday holiday.

I. Part-time employees shall receive holidays in accordance with the provisions of 9.1. Permanent Intermittent (PI) employees will be eligible for holiday pay on a pro rata basis, based on hours worked during the pay period for observed holidays specified above in accordance with the following chart. If a PI employee works on the holiday, the employee shall also receive his/her hourly rate of pay for each hour worked.

Hours on pay status during pay period	Holiday Hours
0 - 10.9	0
11 - 30.9	1
31 - 50.9	2
51 - 70.9	3
71 - 90.9	4
91 - 110.9	5
111 - 130.9	6
131 - 150.9	7
151 and over	8

8.2 Personal Holidays

Every full-time employee, upon completion of six (6) months of his/her initial probationary period in State service, shall be entitled to one (1) personal holiday per fiscal year.

1. The personal holiday shall be credited to each full-time employee on the first day of July.

2. No employee shall lose a personal holiday credit because of the change from calendar to fiscal year crediting.

3. The department head or designee may require five (5) days advance notice before a personal holiday is taken and may deny use subject to operational needs. The Department head or designee will endeavor to approve or disapprove the request for use of a personal holiday within five (5) days after receipt of the request. When an employee is denied use of a personal holiday, the department head or designee may allow the employee to reschedule the personal holiday, or shall, at the department's discretion, allow the employee to either carry the personal holiday to the next fiscal year or cash out the personal holiday on a straight time (hour-for-hour) basis.

4. Employees shall not be allowed to carry over or cash out more than two (2) personal holidays in any fiscal year.

5. Subject to subsection 3 above, use of personal holidays shall be granted in accordance with departmental policies on this subject.

ARTICLE 9 – LEAVES

9.1 Vacation

A. Employees shall not be entitled to vacation leave credit for their first six (6) months of service. On the first day of the monthly pay period following completion of six (6) qualifying months, employees covered by this section shall receive a one-time vacation bonus of forty-two (42) hours. Thereafter, for each additional qualifying monthly pay period the employee shall be allowed credit for vacation with pay on the first day of the following monthly pay period as follows:

7 months to 3 years	7 hours per month
37 months to 10 years	10 hours per month
121 months to 15 years	12 hours per month
181 months to 20 years	13 hours per month
241 months and over	14 hours per month

An employee who returns to State service after an absence of six (6) months or longer caused by a permanent separation shall receive a one-time vacation bonus on the first monthly pay period following completion of six (6) qualifying pay periods of continuous service in accordance with the employee's total State service before and after the absence.

B. A full-time employee who has eleven (11) or more working days of service in a monthly pay period shall earn vacation credit as set forth under item “A” above. Absences from State service resulting from a temporary or permanent separation for more than eleven (11) consecutive working days which falls between two (2) consecutive qualifying pay periods shall disqualify the second pay period.

C. Employees working less than full time accrue prorated vacation in accordance with the employee’s time base.

CHART FOR COMPUTING VACATION, ANNUAL, SICK LEAVE, AND HOLIDAY CREDITS FOR ALL FRACTIONAL TIME BASE EMPLOYEES

TIME BASE	HOURS OF MONTHLY VACATION OR ANNUAL LEAVE CREDIT PER VACATION GROUP									HOURS OF MONTHLY SICK HOLIDAY CREDIT
	7	10	11	12	13	14	16	17	18	SL/HOL 8

TIME BASE	HOURS OF MONTHLY VACATION OR ANNUAL LEAVE CREDIT PER VACATION GROUP									HOURS OF MONTHLY SICK HOLIDAY CREDIT
9/10	6.30	9.00	9.90	10.80	11.70	12.60	14.40	15.30	16.20	7.20
7/10	4.90	7.00	7.70	8.40	9.10	9.80	11.20	11.90	12.60	5.60
3/10	2.10	3.00	3.30	3.60	3.90	4.20	4.80	5.10	5.40	2.40
1/10	0.70	1.00	1.10	1.20	1.30	1.40	1.60	1.70	1.80	0.80
7/8	6.13	8.75	9.63	10.50	11.38	12.25	14.00	14.88	15.75	7.00
3/4	5.25	7.50	8.25	9.00	9.75	10.50	12.00	12.75	13.50	6.00
5/8	4.38	6.25	6.88	7.35	8.13	8.75	10.00	10.63	11.25	5.00
1/2	3.50	5.00	5.50	6.00	6.50	7.00	8.00	8.50	9.00	4.00
3/8	2.63	3.75	4.13	4.50	4.88	5.25	6.00	6.38	6.75	3.00
1/4	1.75	2.50	2.75	3.00	3.25	3.50	4.00	4.25	4.50	2.00
1/8	0.88	1.25	1.38	1.50	1.63	1.75	2.00	2.13	2.25	1.00
4/5	5.60	8.00	8.80	9.60	10.40	11.20	12.80	13.60	14.40	6.40
3/5	4.20	6.00	6.60	7.20	7.80	8.40	9.60	10.20	10.80	4.80
2/5	2.80	4.00	4.40	4.80	5.20	5.60	6.40	6.80	7.20	3.20
1/5	1.40	2.00	2.20	2.40	2.60	2.80	3.20	3.40	3.60	1.60

D. If an employee does not use all of the vacation that the employee has accrued in a calendar year, the employee may carry over his/her accrued vacation credits to the following calendar year to a maximum of six hundred forty (640) hours. A department head or designee may permit an employee to carry over more than six hundred forty (640) hours of accrued vacation leave hours if an employee was unable to reduce his/her accrued hours because the employee (1) was required to work as a result of fire, flood or other extensive emergency; (2) was assigned work of a priority or critical nature over an extended period of time; (3) was absent on full salary for compensable injury; (4) was prevented by department regulations from taking vacation until December 31 because of sick leave; or (5) was on jury duty.

E. In the event a department head or designee does not provide the opportunity to take sufficient vacation to reduce the employee's accumulated vacation to six hundred forty (640) hours as of January 1 of each year or provide for vacation carryover in D. above, the employee may take as a matter of right, immediately preceding January 1, the number of days of accumulated vacation required to reduce such accumulation to six hundred forty (640) hours. In order to exercise this right, the employee shall request to use the excess amount of vacation at least thirty (30) days in advance of usage. If an employee does not take sufficient vacation to reduce his/her accumulation to six hundred forty (640) hours as of each January 1, all vacation hours in excess of six hundred forty (640) will be lost.

F. Upon termination from State employment, the employee shall be paid for unused vacation credits for all accrued vacation time.

G. The time when vacation shall be taken by the employee shall be determined by the department head or designee. This shall include the right to order an employee to take vacation anytime during the calendar year if an employee's vacation accumulation exceeds or would exceed the vacation cap in D. above, on December 31 of the calendar year.

H. Vacation requests must be submitted in accordance with departmental policies on this subject. However, when two (2) or more BU 19 employees on the same shift (if applicable) in a work unit (as defined by each department head or designee) request the same vacation time, and approval cannot be given to all employees requesting it, employees shall be granted their preferred vacation period in order of seniority (defined as total months of State service in the same manner as vacation was accumulated). When two (2) or more employees have the same amount of State service, department seniority will be used to break the tie.

I. Each department head or designee will respond to vacation requests within fifteen (15) business days.

J. Vacation time may be used in increments of fifteen (15) minutes for Work Week Group (WWG) 2 employees.

K. In lieu of vacation credits, any employee who is subject to the Annual Leave Program outlined in Article 9.3 and who is appointed (this includes but is not limited to initial appointment into State service, reinstatement, promotion, transfer and demotion) in a position in Bargaining Unit 19 shall continue to be subject to the Annual Leave Program and the Enhanced Non-Industrial Disability Insurance (NDI) benefit provisions of Article 10.3.

L. Vacation approval shall not be contingent on a Bargaining Unit 19 employee being required to find coverage for their assignment and/or caseload.

M. With prior approval, employees may use accrued vacation hours to extend the duration of any other type of approved leave for purposes of addressing work and family issues.

9.2 Sick Leave

A. Definition

As used in this Section, "sick leave" means the necessary absence from duty of an employee because of:

1. Illness or injury;

2. Quarantined because of exposure to a contagious disease;

3. Dental, eye, and other physical or medical examination or treatment by a licensed practitioner;

4. Attendance upon the employee's ill or injured mother, father, husband, wife, son, daughter, brother, sister, domestic partner that has been defined and certified with the Secretary of State’s Office in accordance with Family Code Section 297, or any person residing in the immediate household. Such absence shall be limited by the department head or designee to the time reasonably required for such care; however, in no case shall it exceed six (6) work days per occurrence.

5. Per the Healthy Workplaces, Healthy Families Act of 2014, an employer shall provide sick leave for the following purposes:

    a. To seek medical attention for injuries caused by domestic violence, sexual assault, or stalking.

    b. To obtain services from a domestic violence shelter, program, or rape crisis center as a result of domestic violence, sexual assault, or stalking.

    c. To obtain psychological counseling related to an experience of domestic violence, sexual assault, or stalking.

    d. To participate in safety planning and take other actions to increase safety from future domestic violence, sexual assault, or stalking, including temporary or permanent relocation.

B. Credit for Full-Time Employment

On the first day of the monthly pay period following completion of each monthly pay period of continuous service, each full-time employee in the State civil service shall be allowed one day (eight [8] hours) of credit for sick leave with pay. A full-time employee who has eleven (11) or more working days of service in a monthly pay period shall earn full sick leave credit. Absences from State service resulting from a temporary or permanent separation of more than eleven (11) consecutive working days which fall between two (2) consecutive qualifying pay periods shall disqualify the second pay period.

C. Credit for Less than Full-Time Employment

1. Intermittent employees: On the first day of the monthly pay period following completion of each period of one hundred sixty (160) hours or twenty (20) days of paid employment, each intermittent employee in the State civil service shall be allowed one (1) day of credit for sick leave with pay. The hours or days worked in excess of one hundred sixty (160) hours or twenty (20) days in a monthly pay period shall not be counted or accumulated.

2. Part-time employees: On the first day of the monthly pay period following completion of each monthly pay period of continuous service, each part-time employee in the State civil service shall be allowed, on a pro rata basis, the fractional part of one (1) day of credit for sick leave with pay.

3. Multiple Positions Under This Rule:

   a. An employee holding a position in addition to other full-time employment with the State shall not receive credit for sick leave with pay for service in the additional position.

   b. Where an employee holds two (2) or more less than full-time positions, the time worked in each position shall be combined for purposes of computing credits for sick leave with pay, but such credits shall not exceed full-time employment credit.

D. Sick Leave Usage

1. The department head or designee shall approve sick leave only after having ascertained that the absence is for an authorized reason. In cases where an absence is in excess of two (2) consecutive working days, where a pattern of excessive or abusive sick leave usage is observed, or where the State reasonably believes that sick leave has been requested for reasons other than defined in this Article, the employee's supervisor may require substantiating evidence, including but not limited to, a physician’s certificate. If the appointing power does not consider the evidence adequate, the request for sick leave shall be disapproved.

2. Sick leave may be requested and taken in fifteen (15) minute increments for WWG 2 employees who are currently subject to vacation and sick leave provisions may elect to enroll in the annual leave program at any time after 24 months has elapsed from date of last enrollment. The effective date of the election shall be the first day of the pay period in which the election is received by the appointing power. Once enrolled in Annual Leave, an employee shall become entitled to an enhanced NDI benefit (50 percent of gross salary).

E. Wounded Warrior Sick Leave

In addition to any other entitlement for sick leave with pay, a state officer or employee hired on or after January 1, 2016, who is a military veteran with a military service-connected disability rated at thirty (30) percent or more by the United States Department of Veterans Affairs shall be entitled to additional credit for sick leave with pay of up to ninety six (96) hours for the purpose of undergoing medical treatment for his or her military service-connected disability. Credit for sick leave granted under this subdivision shall be credited to a qualifying officer or employee on the first day of employment and shall remain available for use the following twelve (12) months of employment. Sick leave credited pursuant to his subdivision that is not used during the 12-month period shall not carried over and shall be forfeited. Submission of satisfactory proof that sick leave granted under this subdivision is used for treatment of a military service-connected disability may be required pursuant to the rules adopted by the department.

9.3 Annual Leave

A. Employees may elect to enroll in the Annual Leave Program to receive annual leave credit in lieu of vacation and sick leave credits. Employees enrolled in the annual leave program may elect to enroll in the vacation and sick leave program at any time except that once an employee elects to enroll in either the annual leave program or vacation and sick leave program, the employee may not elect to enroll in the other program until twenty four (24) months has elapsed from date of enrollment.

B. Each full-time employee shall receive credit for annual leave in lieu of the vacation and sick leave credits of this agreement in accordance with the following schedule:

1 month to 3 years	11 hours per month
37 months to 10 years	14 hours per month
121 months to 15 years	16 hours per month
181 months to 20 years	17 hours per month
241 months and over	18 hours per month

Part-time and hourly employees shall accrue proportional annual leave credits in accordance with the chart in Article 9.1, Vacation.

Employees shall have the continued use of any sick leave accrued as of the effective date of this Agreement, in accordance with applicable laws, rules, or memorandum of understanding.

All provisions necessary for the administration of this Section shall be provided by CalHR rule or memorandum of understanding.

C. A full-time employee who has eleven (11) or more working days of service in a monthly pay period shall earn annual leave credits as set forth in CalHR Rules 599.608 and 599.609.

   Absences from State service resulting from a temporary or permanent separation for more than eleven (11) consecutive days which fall into two consecutive qualifying pay periods shall disqualify the second pay period.

D. Employees who work in multiple positions may participate in annual leave, provided an election is made while employed in an eligible position subject to these provisions. Annual leave accrual for employees in multiple positions will be computed by combining all positions, as in vacation leave, provided the result does not exceed the amount earnable in full-time employment, and the rate of accrual shall be determined by the schedule which applies to the position or collective bargaining status under which the election was made.

E. If an employee does not use all of the annual leave that the employee has accrued in a calendar year, the employee may carry over his/her accrued annual leave credits to the following calendar year to a maximum of 640 hours. A department head or designee may permit an employee to carry over more than 640 hours of accrued hours because the employee: (1) was required to work as a result of fire, flood, or other extensive emergency; (2) was assigned work of a priority or critical nature over an extended period of time; (3) was absent on full salary for compensable injury; (4) was prevented by department regulations from taking annual leave until December 31 because of sick leave; or (5) was on jury duty.

F. Upon termination from State employment, the employee shall be paid for accrued annual leave credits for all accrued annual leave time.

G. The time when annual leave shall be taken by the employee shall be determined by the department head or designee. If on January 1 of each year an employee's annual leave bank exceeds the cap in subsection E., the department may order the employee to take annual leave.

H. Annual leave requests must be submitted in accordance with departmental policies on this subject. However, when two or more employees on the same shift (if applicable) in a work unit (as defined by each department head or designee) request the same annual leave time and approval cannot be given to all employees requesting it, employees shall be granted their preferred annual leave period in order of State seniority.

I. Each department head or designee will make every effort to act on annual leave requests in a timely manner, but no later than fifteen (15) business days from receipt of the request.

J. Annual Leave approval shall not be contingent on a BU 19 employee being required to find coverage for their assignment and/or caseload.

K. Annual leave that is used for purposes of sick leave is subject to the requirements set forth in section 9.2 Sick Leave, of this Agreement.

L. The Enhanced Non-Industrial Disability Insurance (ENDI) in Section 10.3 applies only to those in the annual leave program described above in this Section.

M. Employees who are currently subject to vacation and sick leave provisions may elect to enroll in the annual leave program at any time after twenty four(24) months has elapsed from date of last enrollment. The effective date of the election shall be the first day of the pay period in which the election is received by the appointing power. Once enrolled in Annual Leave, an employee shall become entitled to ENDI benefits (50 percent of gross salary).

9.4 Catastrophic Leave (Work and Family Transfer of Leave Credits)

The parties agree with the importance of family members in the lives of State employees, as recognized by the Joint Labor/Management Committee on Work and Family. The parties agree that transfer of leave credits between State employees and family members, who are also State employees, is appropriate for issues relating to approved Catastrophic Leave, Family Medical Leave, Parental Leave and Adoption Leave.

A. Upon request of an employee and upon approval of a department director or designee, leave credits (CTO, vacation, annual leave, personal leave program (all years), and/or holiday credit) shall be transferred from one or more employees to another employee, in accordance with departmental procedures under the following conditions:

    1. When the receiving employee faces family care responsibilities or financial hardship due to injury or the prolonged illness of the employee, mother, father, spouse's parent's, husband, wife, son, daughter, brother, sister, or domestic partner that has been defined and certified with the Secretary of State's Office in accordance with Family Code Section 297, or any person residing in the immediate household.

    2. When the receiving employee is absent for approved parental or adoption leave purposes.

For the purposes of transferring leave credits the following conditions shall apply:

B. The receiving employee has exhausted all leave credits.

C. The donations must be a minimum of one (1) hour and in whole hour increments.

D. Transfer of annual leave, personal leave program (all years), vacation, CTO and holiday credits shall be allowed to cross departmental lines in accordance with the policies of the receiving department. A personal holiday must be transferred in one day increments pursuant to the donating employee's time base).

E. The total leave credits received by the employee shall normally not exceed three (3) months; however, if approved by the appointing authority, the total leave credits received may be six (6) months.

F. Donations shall be made on a form to be developed by the State, signed by the donating employee, and verified by the donating department. When donations are used, they will be processed based on date and time received (first in, first used). Unused donation shall be returned to the appropriate donor.

This section is not subject to the Grievance and Arbitration Article of this Contract.

9.5 Bereavement Leave

A. A department head or designee shall authorize bereavement leave with pay for a permanent or probationary full-time State employee due to the death of his/her parent, stepparent, spouse, domestic partner (as defined in accordance with Family Code 297), child, stepchild, adopted child, or death of any person residing in the immediate household of the employee at the time of death. An intervening period of absence for medical reasons shall not be disqualifying when, immediately prior to the absence, the person resided in the household of the employee. Such bereavement leave shall be authorized for up to three eight-hour workdays for a total of twenty four (24) hours per occurrence. The employee shall give notice to his/her immediate supervisor as soon as possible and shall, if requested by the employee's supervisor, provide substantiation to support the request upon the employee’s return to work.

B. A department head or designee shall authorize bereavement leave with pay for a permanent full-time or probationary full-time employee due to the death of a grandchild, grandparent, brother, sister, aunt, uncle, niece, nephew, mother-in-law, father-in-law, daughter-in-law, son-in-law, sister-in-law, brother-in-law, or immediate family members of domestic partners as defined in Paragraph A above. Such bereavement leave shall be authorized for up to three (3) eight-hour workdays for a total of twenty four (24) hours in a fiscal year. The employee shall give notice to his/her immediate supervisor as soon as possible and shall, if requested by the employee’s supervisor, provide substantiation to support the request.

C. If the death of a person as described above requires the employee to travel over 400 miles one way from his/her home, additional time off with pay shall be granted for two (2) additional days which shall be deducted from accrued sick leave. Should additional leave be necessary, the department head or designee may authorize the use of other accrued existing leave credits or authorized leave without pay.

D. Employees may utilize their annual leave, vacation, CTO, or any other earned leave credits for additional time required in excess of time allowed in A or B above. Sick leave may be utilized for Bereavement Leave in accordance with the Sick Leave provision of this agreement.

E. Fractional time base (part-time) employees will be eligible for bereavement leave on a pro rata basis, based on the employees’ fractional time base.

9.6 Jury Duty

A. An employee shall be allowed such time off without loss of compensation as is required in connection with mandatory jury duty. If payment is made for such time off, the employee is required to remit to the State jury fees received. An employee may be allowed time off without loss of compensation if approved by the department head or designee for voluntary jury duty such as grand jury.

B. An employee shall notify his/her supervisor immediately upon receiving notice of jury duty.

C. If an employee elects to use accrued vacation leave or compensating time off while on jury duty, the employee is not required to remit jury fees.

D. For purposes of this Section, "jury fees" mean fees received for jury duty excluding payment for mileage, parking, meals or other out-of-pocket expenses.

9.7 Unpaid Leaves of Absence

A. A department head or designee may grant an unpaid leave of absence for a period not to exceed one (1) year. The employee shall provide substantiation to support the employee's request for an unpaid leave of absence.

B. Except as otherwise provided in C. below, an unpaid leave of absence shall not be granted to any employee who is accepting some other position in State employment; or who is leaving State employment to enter other outside employment; or does not intend to, nor can reasonably be expected to, return to State employment on or before expiration of the unpaid leave of absence.

C. An unpaid leave of absence may be granted for, but not limited to, the following reasons:

1. For temporary incapacity due to illness or injury.

2. To be loaned to another governmental agency for performance of a specific assignment.

3. To seek or accept other employment during a layoff situation, or otherwise lessen the impact of an impending layoff.

4. Educational purposes.

5. To work for the Union.

6. Travel.

7. Personal or family matters.

D. A departmental head or designee may grant an unpaid leave of absence for a period of up to two (2) years for the purpose of performing humanitarian work in national or international service projects. However, there shall be no extensions beyond the two (2) years.

E. A leave of absence shall be terminated by the department head or designee:

   1. At the expiration of the leave;

   2. Prior to the expiration date with written notice at least fifteen (15) workdays prior to the effective date of the revocation.

F. An unpaid leave of absence shall only be denied for operational reasons. Such operational reasons shall be provided to the employee in writing at least thirty (30) calendar days after receipt of the leave request.

9.8 Pregnancy/Parental Leave

A. A department head or designee shall grant a permanent employee's request for an unpaid leave of absence for their pregnancy, childbirth, or the recovery therefrom, for a period not to exceed one (1) year. Upon request, the employee shall provide verification of the pregnancy.

B. A spouse or parent who is a permanent employee shall be entitled to an unpaid leave of absence for a period not to exceed six (6) months and may be granted an additional six (6) months, not to exceed a total of one (1) year, to care for a newborn child or shall be granted an unpaid leave of absence for a period not to exceed one (1) year to care for a child upon the disability or death of a parent.

9.9 Adoption Leave

A department head or designee shall grant a permanent employee's request for an unpaid leave of absence for the adoption of a child for a period not to exceed six (6) months and may grant a permanent employee's request for an additional six (6) months. The employee shall provide substantiation to support the employee's request for adoption leave.

9.10 Mentoring Leave

A. Eligible employees may receive up to forty (40) hours of “mentoring leave” per calendar year to participate in mentoring activities once they have used an equal amount of their personal time for these activities. “Mentoring leave” is paid leave time, which may only be used by an employee to mentor. This leave does not count as time worked for purposes of overtime. “Mentoring leave” may not be used for travel to and from the mentoring location.

B. An employee must use an equal number of hours of his/her personal time (approved annual leave, vacation, personal leave, personal holiday, or CTO during the workday and/or personal time during non-working hours) prior to requesting “mentoring leave”. For example, if an employee requests two (2) hours of “mentoring leave”, he/she must have used two (2) verified hours of his/her personal time prior to receiving approval for the “mentoring leave”. “Mentoring leave” does not have to be requested in the same week or month as the personal time was used. It does, however, have to be requested and used before the end of the calendar year.

C. Prior to requesting mentoring leave and in accordance with departmental policy, an employee shall provide his/her supervisor with verification of personal time spent mentoring from the mentoring organization.

D. Requests for approval of vacation, CTO, and/or annual leave for mentoring activities are subject to approval requirements in this Contract and in existing departmental policies. Requests for approval of mentoring leave are subject to operational needs of the State, budgetary limits, and any limitations imposed by law.

E. In order to be eligible for “mentoring leave”, an employee must:

1. Have a permanent appointment;

2. Have successfully completed their initial probationary period; and

3. Have committed to mentor a child or youth through a mentoring organization that meets the quality assurance standards, for a minimum of one school year. (Most programs are aligned with the child’s normal school year; however, there may be some that are less or more. Department management may make exceptions to the one school year commitment based on the mentor program that is selected.)

F. An employee is not eligible to receive mentoring leave if:

1. He/she is assigned to a “post” or level of care position in the Department of Corrections or Rehabilitation; or

2. He/she works in a level of care position in the Departments of Developmental Services, State Hospitals, Education and Veterans’ Affairs.

G. Permanent part-time and permanent intermittent employees may receive a prorated amount of mentoring leave based upon their timebase. For example, a halftime employee is eligible for twenty (20) hours of “mentoring leave” per calendar year, whereas an intermittent employee must work a monthly equivalent of 160 hours to earn 3.33 hours of mentoring leave.

H. Any appeals and/or disputes regarding this section shall be handled in accordance with the Complaint procedure specified in Article 5 of this Contract.

9.11 Work and Family Participation

A. Family School Partnership Act

Upon reasonable notice to the employer, an employee shall be permitted to use up to eight (8) hours per month, but not exceeding forty (40) hours per calendar year, of accrued leave credits (annual leave, vacation, personal holiday, holiday credit, PLP, or CTO) for the purpose of attending school or pre-school activities in which the employee's child is participating.

An employee's leave request shall be in accordance with the appropriate department procedures.

B. Family Activity

Subject to operational needs and reasonable notice to the employer, an employee shall be permitted to use up to a maximum of twenty (20) hours of accrued leave credits (annual leave, vacation, personal holiday, holiday credit, PLP, or CTO) per calendar year for the purpose of attending non-school family activities such as sports events, recitals, 4-H Club, etc. in which the employee's child is participating.

If an employee has exhausted available leave credits, the employee may request unpaid leave, unless he/she is currently subject to attendance restriction.

C. Family Crisis

Subject to operational needs and upon reasonable notice to the employee's immediate supervisor, employees shall be eligible to use accrued leave credits for the purpose of dealing with family crisis situations (e.g., divorce counseling, family or parenting conflict management, family care urgent matters and/or emergencies). If the employee has exhausted available leave credits, the employee may request unpaid leave.

Family is defined as the parent, stepparent, spouse, domestic partner that has been defined and certified with the Secretary of State's office in accordance with Family Code Section 297, child, grandchild, grandparent, brother, sister, stepchild, or any person residing in the immediate household.

If eligible, any Family Crisis Leave that meets the definition of serious health condition will run concurrently with Subsection 9.12 of this contract, Family and Medical Leave Act.

The State shall consider requests from employees to adjust work hours or schedules or consider other flexible arrangements consistent with a department's operational needs and the provisions of this Contract.

Employee requests related to family crisis or domestic violence shall be in accordance with departmental procedures and, except in emergencies, shall be made with reasonable notice to the employee's immediate supervisor.

The State shall maintain the confidentiality of any employee requesting accommodation under this section, but may require substantiation to support the employee's request.

In this paragraph and paragraphs A and B above, the word "child" is defined as the employee's son, daughter or any child to whom the employee stands in loco parentis.

9.12 Family Medical Leave Act (FMLA)

A. The State acknowledges its commitment to comply with the spirit and intent of the leave entitlement provided by the FMLA and the California Family Rights Act (CFRA) referred to collectively as "FMLA". The State and the Union recognize that on occasion it will be necessary for employees of the State to take job-protected leave for reasons consistent with the FMLA. As defined by the FMLA, reasons for an FMLA leave may include an employee's serious health condition, for the care of a child, spouse, or parent who has a serious health condition, and/or for the birth or adoption of a child.

B. For the purposes of providing the FMLA benefits the following definitions shall apply:

1. An eligible employee means an employee who meets the eligibility criteria set forth in the FMLA;

2. An employee's child means any child, regardless of age, who is affected by a serious health condition as defined by the FMLA and is incapable of self care. "Care" as provided in this section applies to the individual with the covered health condition;

3. An employee's parent means a parent or an individual standing in loco parentis as set forth in the FMLA;

4. Leave may include paid sick leave, vacation, annual leave, personal leave, catastrophic leave, holiday credit, excess hours, and unpaid leave. In accordance with the FMLA, an employee shall not be required to use CTO credits, unless otherwise specified by Section 9.4 of this Contract.

    a. FMLA absences due to illness and/or injury of the employee or eligible family member may be covered with the employee's available sick leave credits and catastrophic leave donations. Catastrophic leave eligibility and sick leave credit usage for an FMLA leave will be administered in accordance with Section 9.2 and 9.4 of this Contract.

    b. Other leave may be substituted for the FMLA absence due to illness and/or injury, at the employee's discretion. An employee shall not be required to exhaust all paid leave, before choosing unpaid leave, unless otherwise required by Section 9.4 of this Contract.

c. FMLA absences for reasons other than illness and/or injury (i.e., adoption or care of an eligible family member), may be covered with leave credits, other than sick leave, including unpaid leave, at the employee's discretion. Except in accordance with Section 9.4 of this Contract, an employee shall not be required to exhaust all leave credits available before choosing unpaid leave to cover an FMLA absence.

C. An eligible employee shall provide certification of the need for an FMLA leave. Additional certification may be requested if the department head or designee has reasonable cause to believe the employee's condition or eligibility for FMLA leave has changed. The reasons for the additional certification shall be provided to the employee in writing.

D. An eligible employee shall be entitled to a maximum of twelve (12) workweeks (480 hours) FMLA leave per calendar year and all other rights set forth in the FMLA. This entitlement shall be administered in concert with the other leave provisions in Article 9 of this Contract. Nothing in this Contract should be construed to allow the State to provide less than that provided by the FMLA.

E. On January 1 of each year, FMLA leave shall be recorded in accordance with the calendar year. Each time an employee takes an FMLA leave, the remaining leave entitlement is any balance of the twelve (12) workweeks that has not been used during the current calendar year

F. An employee on FMLA leave has a right to be restored to his/her same or "equivalent" position (FMLA) or to a "comparable" position (CFRA) with equivalent pay, benefits, and other terms and conditions of employment.

G. For the purposes of computing seniority, employees on paid FMLA leave will accrue seniority credit in accordance with the Department Rules 599.608 and 599.609.

H. Any appeals regarding an FMLA decision should be directed to the department head or designee. FMLA is a Federal law and administered and enforced by the Department of Labor, Employment Standards Administration, Wage and Hour Division. The State's CFRA is a State law which is administered and enforced by Department of Fair Employment and Housing. FMLA/CFRA does not supersede any Article of this Contract which provides greater family and medical leave rights. This section is not subject to grievance or arbitration.

I. The State and the Union recognize amendments to the Family and Medical Leave Act and the California Family Rights Act (CFRA) may happen during the duration of the contract. In the event of an amendment, the State shall comply with the changes. Changes are subject to the entire agreement clause.

9.13 Personal Leave

A. All Personal Leave accrued by Bargaining Unit 19 employees under the provisions of the Personal Leave Plan during the 1992-95 and 2003-06 Memorandum of Understanding shall remain in employees' leave balances until such time as it is cashed out at the discretion of the employer, used as paid time off by the employee, or until the employee retires or terminates employment.

B. Personal leave shall be requested and used by the employee in the same manner as vacation or annual leave. Requests to use Personal Leave must be submitted in accordance with departmental policies on vacation or annual leave.

C. At the discretion of the State, all or a portion of unused Personal Leave credits may be cashed out at the employee's salary rate at the time the Personal leave payment is made. It is understood by both parties that the application of this cash out provision may differ from department to department and from employee to employee. Departments shall give consideration to an employee's request to retain leave credits for future use rather than have the leave cashed out. Upon termination from State employment, the employee shall be paid for unused Personal leave credits in the same manner as vacation or annual leave. Cash out or lump sum payment for any Personal Leave credits shall not be considered as compensation for purposes of retirement.

9.14 Voluntary Personal Leave Program (VPLP)

A. Each department may decide whether it intends to offer the VPLP. Participating departments will notify employees of any program conditions that they may establish (e.g., eligibility criteria, maximum carryover credits, operational limitations) and procedures for program participation. Employee participation the program shall be on a voluntary basis.

B. Except for K below, only permanent full-time employees are eligible to participate in the VPLP. Interested employees may only request either one day (8 hours) or two days (16 hours) Personal Leave per month with an equal reduction in pay. Approval or denial of the request shall be at the general discretion of the department and may vary within a department. A department may only approve either one day (8 hours or two days (16 hours) personal leave. Salary ranges and rates shall not be affected because of VPLP participation.

C. Participating employees shall be credited with eight (8) or sixteen (16) hours of Personal Leave on the first day of the following monthly pay period the employee is in the VPLP.

D. Once approved, employees must remain in the Program for twelve (12) months unless a department establishes a lesser time period. Once approved for the VPLP, an employee agrees to remain in the program for that time period. In the case of financial hardship, an employee's request to cancel participation may be approved by a department on a case-by-case basis. The State reserves the right to cancel the program on a departmental, subdivision, or individual basis at any time with thirty (30) days notice to the employee.

E. Personal Leave shall be requested and used by the employee in the same manner as vacation or annual leave. Requests to use Personal Leave must be submitted in accordance with departmental policies on vacation or annual leave. Employees may not be required to use Personal Leave credits.

F. At the discretion of the State, all or a portion of unused Personal Leave credits may be cashed out at the employee's salary rate at the time the Personal Leave payment is made. It is understood by both parties that the application of this cash out provision may differ from department to department and from employee to employee. Upon termination from State employment, the employee shall be paid for unused Personal Leave credits in the same manner as vacation or annual leave. Cash out or lump sum payment for any Personal Leave credits shall not be considered as "compensation" for purposes of retirement.

G. Participating employees shall be entitled to the same level of State employer contributions for health, vision, dental, flex-elect cash option, and enhanced survivors' benefits he or she would have received had they not participated in the VPLP.

H. The VPLP shall not cause a break in State service, a reduction in the employee's accumulation of service credit for the purposes of seniority and retirement, leave accumulation, or a Merit Salary Adjustment.

I. The VPLP shall neither affect the employee's final compensation used in calculation State retirement benefits nor reduce the level of State death or disability benefits the employee would otherwise receive or be entitled to receive nor shall it affect the employee's ability to supplement those benefits with paid leave.

J. The VPLP shall be administered consistent with the existing payroll system and the policies and practices of the State Controllers' Office.

K. Employees on EIDL, NDI, IDL, or Worker's Compensation for the entire monthly pay period shall be excluded from the VPLP.

L. Continued participation in the program when an employee transfers to another department shall be at the discretion of the new department.

If any dispute arises about this VPLP, an employee or Union may file a grievance and the decision reached at the third step shall be final and not subject to the grievance arbitration clause of the Agreement.

9.15 Personal Leave 2010 and 2012

A. The use of the PLP 2010 and 2012 time is subject to supervisory approval, except that appointing powers shall ensure that all PLP 2010 and 2012 time is scheduled and taken prior to July 1, 2018. PLP 2010 and 2012 time shall be requested and used by the employee in the same manner as vacation/annual leave. PLP 2010 and PLP 2012 must be used before any other leave with the exception of sick leave.

   Request for use of PLP 2010 and 2012 time must be submitted in accordance with departmental policies on vacation/annual leave. Appointing powers may schedule employees to take PLP 2010 and 2012 time off to meet the intent of this section. PLP 2010 and 2012 time shall not be included in the calculation of vacation/annual leave balances pursuant to Article 9 (Leaves).

B. Time during which an employee is excused from work because of PLP 2010 and 2012 time shall not be considered as “time worked” for purposes of determining the number of hours worked in a workweek.

C. PLP 2010 and 2012 time shall have no cash value and may not be cashed out. Employees have until July 1, 2018 to use all PLP 2010 and 2012 time. Any unused PLP 2010 and 2012 time shall be void after July 1, 2018. An employee may not use any kind of paid leave such as sick leave, vacation, or holiday time to avoid a reduction in pay resulting from the PLP 2010 and 2012.

D. The PLP 2010 and 2012 program shall not adversely affect an employee’s service anniversary date, create a break in service, or impact the accrual of vacation or any other leave credits, the payment of health, dental, or vision benefits, or the FlexElect cash option.

E. Compensation for purposes of retirement, death, and disability benefits shall not be affected by the PLP 2010 and 2012 and shall be based on the unchanged salary rate.

F. Service calculation for purposes of retirement allowances for employees participating in the PLP 2010 and 2012 program shall be based on the amount of service that would have been credited based on the unchanged salary rate.

G. The PLP 2010 and 2012 reduction shall not affect transfer determinations between state civil service classifications.

H. Part-time employees shall be subject to the same conditions as stated above, on a prorated basis consistent with their time base.

I. Disputes regarding the denial of the use of PLP 2010 and 2012 time may be appealed using the grievance procedure. The decision by the California Department of Human Resources shall be final and there may be no further appeals.

9.16 Catastrophic Leave - Natural Disaster

Upon request of an employee and upon approval of a department director or designee, leave credits (CTO, annual leave, vacation, and/or holiday) may be transferred from one or more employees to another employee, in accordance with departmental policies, under the following conditions:

A. Sick leave credits cannot be transferred.

B. When the receiving employee faces financial hardship due to the effect of the natural disaster on the employee's principal residence.

C. The receiving employee has exhausted all vacation, annual leave, or CTO credits and resides in one of the counties where a State of Emergency exists as declared by the Governor.

D. The donations must be in whole hour increments and credited as vacation or annual leave.

E. Transfer of annual leave, vacation, CTO, and holiday credits shall be allowed to cross departmental lines in accordance with the policies of the receiving department.

F. The total leave credits received by the employee shall not normally exceed three (3) months; however, if approved by the appointing authority, the total leave credits received may be six (6) months.

G. Donations shall be made on a form to be developed by the State, signed by the donating employee, and verified by the donating department. These donations are irrevocable.

H. This section is not subject to the grievance and arbitration article of this Contract.

9.17 Professional Development Days (PDD)

The State shall provide to all Bargaining Unit 19 employees two (2) days for a total of 16 hours per fiscal year (without loss of compensation) for activities such as, continuing education training, professional association activities, professional development seminars, etc., to promote professional growth and to enhance professional goals. These activities are at the employees' expense and therefore the choice of professional growth activity is at the employee's discretion. This time shall be requested and approved in the same manner as vacation/annual leave. Such time shall not be accumulated.

Employees working part-time shall earn PDD credit on a prorated basis in accordance with the following chart.

Time Base	PDD hours credited per PDD day
1/5	1.60
2/5	3.20
3/5	4.80
4/5	6.40
1/8	1.00
1/4	2.00
3/8	3.00
1/2	4.00
5/8	5.00
3/4	6.00
7/8	7.00
1/10	0.80
3/10	2.40
7/10	5.60
9/10	7.20

Permanent Intermittent employees will be eligible for PDD on a prorated basis, based on the hours worked during the pay period of usage. The proration shall be based on the chart below:

Hours on pay status during pay period	PDD hours credited per PDD day
0 - 10.9	0
11 - 30.9	1
31 - 50.9	2
51 - 70.9	3

Hours on pay status during pay period	PDD hours credited per PDD day
71 - 90.9	4
91 - 110.9	5
111 - 130.9	6
131 - 150.9	7
151 and over	8

PDD credit may be used in one (1) hour increments.

9.18 Vacation/Annual Leave Cash Out

Employees may be permitted annually to cash out up to eighty (80) hours of accumulated Vacation/Annual Leave as follows:

On or before May 1 of each year, starting in the 2017 calendar year, each department head (Director, Executive Officer, etc.) or designee will advise department employees whether the department has funds available for the purpose of cashing out accumulated Vacation/Annual Leave. In those departments that have funds available, employees will be advised of the number of hours that may be cashed out, not to exceed eighty (80) hours. Employees who wish to cash out Vacation/Annual Leave must submit a written request during the month of May to the individual designated by the Department Director. Departments will issue cash payments for cashed out Vacation/Annual Leave during the month of June.

ARTICLE 10 – HEALTH AND WELFARE

10.1 Health and Welfare

A. Consolidated Benefits (CoBen) Program Description

1. CoBen Allowance

Upon ratification, the employer health benefits contribution for each employee shall be an amount equal to eighty (80%) percent of the weighted average of the Basic health benefit plan premiums for a State active civil service employee enrolled for self-alone, during the benefit year to which the formula is applied, for the four (4) Basic health benefit plans that had the largest State active civil service enrollment, excluding family members, during the previous benefit year. For each employee with enrolled family members, the employer shall contribute an additional eighty (80%) percent of the weighted average of the additional premiums required for enrollment of those family members, during the benefit year to which the formula is applied, in the four (4) Basic health benefit plans that had the largest State active civil service enrollment, excluding family members, during the previous benefit year. The allowance is based on the Health Benefit party codes in a health plan administered or approved by California Public Employees' Retirement System (CalPERS). To be eligible for this contribution, an employee must positively enroll in a health plan administered or approved by CalPERS.

When an employee is appointed to a new position or class that results in a change in eligibility for the composite rate, the effective date of the change shall be the first of the month following the date the notification is received by the State Controller's Office if the notice is received by the tenth of the month.

2. Enrollment Options

Employees will be permitted to choose a different level of benefit coverage according to their personal needs and the State's allowance amount will depend on an employee's selection of coverage and number of enrolled dependents. The State agrees to provide the following CoBen benefits:

a. If the employee is enrolled in both a health plan administered or approved by CalPERS and a dental plan administered or approved by CalHR the health benefit enrollment party code will determine the allowance amount.

b. If the employee declines a health benefit plan which is administered or approved by CalPERS and certifies that he/she has qualifying group health coverage as defined by CalHR from another source, the employee's dental benefit enrollment party code will determine the allowance amount.

c. If the employee elects not to enroll in a health plan administered or approved by CalPERS and in a dental plan administered or approved by CalHR and certifies that he/she has qualifying group health coverage and dental coverage, as defined by CalHR, from other sources, the employee may enroll in the CoBen Cash Option program during the open enrollment period or as newly eligible to receive $155 in taxable cash per month. Cash will not be paid in lieu of vision benefits and employees may not disenroll from vision coverage. Employees do not pay an administrative fee.

d. If the employee elects not to enroll in a health plan administered or approved by CalPERS and certifies that he/she has qualifying group health coverage, as defined by CalHR, from another source, but enrolls in a dental plan administered or approved by CalHR, the employee may enroll in the CoBen Cash Option program during the open enrollment period or as newly eligible to receive $130 per month. (The State will pay the premium cost of the dental plan and vision plan.) Cash will not be paid in lieu of dental benefits only or vision benefits, and employees may not disenroll from vision coverage. Employees do not pay an administrative fee.

e. Permanent Intermittent (PI) employees shall be eligible to participate in the CoBen Cash Option and receive a six-month cash payment for the first control period of each plan year if they certify having qualifying group health or health and dental coverage, as defined by CalHR, from another source and meet all of the following criteria:

(1) must be eligible to enroll in health or health and dental coverage as of January 1 of the Plan Year for which they are enrolling and:

(2) must have a PI appointment that is effective from January 1 through June 30 of the Plan Year for which they are enrolling and:

(3) must be credited for at least four hundred eighty (480) paid hours during the January through June control period of the Plan Year for which they are enrolling and:

(4) must have submitted the enrollment form during the CoBen open enrollment period or as newly eligible.

This subdivision is not grievable or arbitrable.

f. If the monthly cost of any of the State's benefit plans (health, dental and vision) in which an employee elects to enroll exceeds the State's maximum allowance amount as set forth in Subsection A.1 or A.2. above, the employee shall pay the difference on a pre-tax basis. If there is money left over after the cost of these benefits is deducted, the remaining amount will be paid to the employee as taxable cash.

B. Health Benefits Eligibility

1. Employee Eligibility

For purposes of this section, "eligible employee" shall be defined by the Public Employees' Medical and Hospital Care Act.

2. Permanent Intermittent (PI) Employees

a. Initial Eligibility - A permanent intermittent employee will be eligible to enroll in health benefits if the employee has been credited with a minimum of four hundred eighty (480) paid hours in a PI control period. For purposes of this section, the control periods are January 1 through June 30 and July 1 through December 31 of each calendar year. An eligible permanent intermittent employee must enroll in a health benefit plan within sixty (60) calendar days from the end of the qualifying control period.

b. Continuing Eligibility - To continue health benefits, a permanent intermittent employee must be credited with a minimum of four hundred eighty (480) paid hours in a control period or nine hundred sixty (960) paid hours in two (2) consecutive control periods.

3. Family Member Eligibility

For purposes of this section, "eligible family member" shall be defined by the Public Employees' Medical and Hospital Care Act.

4. The parties agree to work cooperatively with CalPERS and the health plans to control premium increases.

C. Dental Benefits

1. Contribution

The employer contribution for dental benefits shall be included in the Consolidated Benefits Allowance as specified in Section A.1. of this agreement.

2. Employee Eligibility

Employee eligibility for dental benefits will be the same as that prescribed for health benefits under subsection B.1. and B.2. of this agreement.

3. Family Member Eligibility

Family member eligibility for dental benefits is the same as that prescribed for health benefits under subsection B.3. of this agreement.

D. Vision Benefit

1. Program Description

The employer agrees to provide a vision benefit to eligible employees and dependents. The employer contribution for the vision benefit shall be included in the Consolidated Benefits Allowance as specified in Section A.1. The vision benefit provided by the State shall have an employee copayment of $10 for the comprehensive annual eye examination and $25 for materials.

2. Employee Eligibility

Employee eligibility for vision benefits is the same as that prescribed for health benefits under Subsection B.1. and B.2. of this agreement.

3. Family Member Eligibility

Family member eligibility for vision benefits is the same as that prescribed for health benefits under Subsection B.3. of this agreement.

E. FlexElect Program

1. Program Description

a. The State agrees to provide a flexible benefits program (FlexElect) under Internal Revenue Code Section 125 and related Sections 105(b), 129, and 213(d). All participants in the FlexElect Program shall be subject to all applicable State and Federal Laws; and any related administrative provisions adopted by CalHR. The administrative fee paid by participants will be determined each year by CalHR.

2. Employee Eligibility

a. To be eligible for the FlexElect Medical Reimbursement Account and the Dependent Care Reimbursement Account, employees must have a permanent appointment with a time-base of half-time or more and have permanent status, or if in a limited term or a temporary authorized (TAU) position, must have mandatory return rights to a permanent position (not Permanent Intermittent). Permanent Intermittent employees are not eligible for the FlexElect Medical Reimbursement Account or the Dependent Care Reimbursement Account.

10.2 Non-Industrial Disability Insurance – Vacation/Sick Leave Program

A. Non-Industrial Disability Insurance (NDI) is a program for State employees who become disabled due to non work-related disabilities as defined by Section 2626 of the Unemployment Insurance Code.

B. For periods of disability commencing on or after October 1, 1984, eligible employees shall receive NDI payments at 60% of their full pay, not to exceed $135 per week, payable monthly for a period not exceeding 26 weeks for any one disability benefit period. An employee is not eligible for a second disability benefit due to the same or related cause or condition unless they have returned to their regular time base, and work for at least ten (10) consecutive workdays. Paid leave shall not be used to cover the ten (10) work days.

C. The employee shall serve a ten (10) consecutive calendar day waiting period before NDI payments commence for each disability. Accrued vacation or sick leave balances may be used to cover this waiting period. The waiting period may be waived when the employee is a registered bed patient in a hospital or nursing home, or receives treatment in a hospital or surgical unit or licensed surgical clinic. Procedure rooms and doctors' offices are not included.

D. If the employee elects to use vacation, annual leave, personal leave or sick leave credits prior to receiving NDI payments, he or she is not required to exhaust the accrued leave balance.

E. Following the start of NDI payments, an employee may, at any time, switch from NDI to sick leave, vacation leave, annual leave, personal leave, or catastrophic leave but may not return to NDI until that leave is exhausted.

F. In accordance with the State's "return to work" policy, an employee who is eligible to receive NDI benefits and who is medically certified as unable to return to full-time work during the period of his or her disability, may upon the discretion of his or her appointing power work those hours (in hour increments) which, when combined with NDI benefit, will not exceed 100% of their regular "full pay". This does not qualify the employee for a new disability period under B. of this article. The appointing power may require an employee to submit to a medical examination by a physician or physicians designated by the Director of the Employment Development Department for the purpose of evaluating the capacity of the employee to perform the work of his or her position.

G. If an employee refuses to return to work in a position offered by the employer under the State's Injured State Worker Assistance Program, NDI benefits will be terminated effective the date of the offer.

H. Where employment is intermittent or irregular, the payments shall be determined on the basis of the proportionate part of a monthly rate established by the total hours actually employed in the 18 monthly pay periods immediately preceding the pay periods in which the disability begins as compared to the regular rate for a full-time employee in the same group or class. An employee will be eligible for NDI payments on the first day of the monthly pay period following completion of 960 hours of compensated work.

I. All other applicable California Department of Human Resources laws and regulations not superseded by these provisions will remain in effect.

J. Upon approval of NDI benefits, the State may issue an employee a salary advance if the employee so requests.

K. All appeals of a denial of an employee's NDI benefits shall only follow the procedures in the Unemployment Insurance Code and Title 22. All disputes relating to an employee's denial of benefits are not grievable or arbitrable. This does not change either party's contractual rights which are not related to the denial of an individual's benefits.

10.3 Enhanced Non-Industrial Disability Leave – Annual Leave Program

A. This ENDI provision is only applicable to employees participating in the Annual Leave Program referenced in Article 9.3.

B. Enhanced Non-Industrial Disability Insurance (ENDI) is a program for State employees who become disabled due to non-work related disabilities as defined by Section 2626 of the Unemployment Insurance Code.

C. For periods of disability commencing on or after January 1, 1989, eligible employees shall receive ENDI payments at 50% of their gross salary, payable monthly for a period not exceeding 26 weeks for any one disability benefit period. An employee is not eligible for a second disability benefit due to the same or related cause or condition unless he/she has returned to their regular time base, and work for at least ten (10) consecutive work days. Paid leave shall not be used to cover the ten (10) work days. Disability payments may be supplemented with annual leave, sick leave or partial payment to provide for up to 100% income replacement. At the time of an ENDI claim, an employee may elect either the 50% ENDI benefit rate or a supplementation level of 75 % or 100 % at gross pay. Once a claim for ENDI has been filed and the employee has determined the rate of supplementation, the supplemental rate shall be maintained throughout the disability period.

D. The employee shall serve a seven (7) consecutive calendar day waiting period before ENDI payments commence for each disability. Accrued paid leave or CTO leave balance may be used to cover this waiting period. The waiting period may be waived when the employee is a registered bed patient in a hospital or nursing home, or receiving treatment, receives treatment in a hospital surgical unit or licensed surgical clinic. Procedure rooms and doctor's offices are not included.

E. If the employee elects to use annual leave or sick leave credits prior to receiving ENDI payments, he/she is not required to exhaust the accrued leave balance.

F. Following the start of ENDI payments, an employee may at any time switch from ENDI to sick leave or annual leave, but may not return to ENDI until that leave is exhausted.

G. In accordance with the State's "return to work" policy, an employee who is eligible to receive ENDI benefits and who is medically certified as unable to return to their full-time work during the period of his or her disability, may upon the discretion of his or her appointing power, work those hours (in hour increments) which, when combined with the ENDI benefit, will not exceed 100 % of their regular "full pay." This does not qualify the employee for a new disability period under c. of this article. The appointing power may require an employee to submit a medical examination by a physician or physicians designated by the Director of the Employment Development Department for the purpose of evaluation the capacity of the employee to perform the work of his or her position.

H. If an employee refuses to return to work in a position offered by the employer under the State's injured State Worker Assistance Program, ENDI benefits will be terminated effective the date of the offer.

I. Where employment is intermittent or irregular, the payments shall be determined on the basis of proportionate part of a monthly rate established by the total hours actually employed in the 18 monthly pay periods immediately preceding the pay period in which the disability begins as compared to the regular rate for a full-time employee in the same group or class. An employee will be eligible for ENDI payments on the first day of the monthly pay period following completion of 960 hours of compensated work.

J. All other applicable California Department of Human Resources laws and regulations not superseded by these provisions will remain in effect.

K. Upon approval of ENDI benefits, the State may issue an employee a salary advance if the employee so requests.

L. All appeals of an employee's denial of ENDI benefits shall only follow the procedures in the Unemployment Insurance Code and Title 22. All disputes relating to an employee's denial of benefits are not grievable or arbitrable. This does not change either party's contractual rights which are not related to an individual's denial of benefits.

M. Employees who become covered in the annual leave program while on an NDI claim shall continue to receive NDI pay at the old rate for the duration of the claim.

N. Employees who do not elect the annual leave program will receive NDI benefits in accordance with the current program Section 10.3 and such benefits are limited to $135 per week.

10.4 Industrial Disability Leave

A. Employees who suffer an industrial injury or illness and would otherwise be eligible for temporary disability benefits under the Labor Code will be entitled to Industrial Disability Leave as described in Article 4 of the Government Code, beginning with section 19869. Industrial Disability Leave will be paid in lieu of temporary disability benefits.

B. Eligible employees shall receive IDL payments equivalent to full net pay for the first 22 work days after the date of the reported injury.

C. In the event that the disability exceeds 22 work days, the employee will receive 66 and 2/3% of gross pay from the 23rd work day of disability until the end of the 52nd week of disability. No IDL payments shall be allowed after two years from the first day (i.e., date) of disability.

D. The employee may elect to supplement payment from the 23rd day with accrued leave credits including annual leave, vacation, sick leave, or compensating time off (CTO) in the amount necessary to approximate the employee's full net pay. Partial supplementation will be allowed, but fractions of less than one hour will not be permitted. Once the level of supplementation is selected, it may be decreased to accommodate a declining leave balance but it may not be increased. Reductions to supplementation amounts will be made on a prospective basis only.

E. Temporary Disability (TD) with supplementation, as provided for in Government Code Section 19863, will no longer be available to any State employee who is a member of either the PERS or STRS retirement system during the first 52 weeks, after the first date of disability, within a two-year period.

F. If the employee remains disabled after the IDL benefit is exhausted, then the employee will be eligible to receive Temporary Disability benefits as provided for in the Labor Code.

G. All appeals of an employee's denial of IDL benefits shall only follow the procedures in the Government Code and Title 2. All disputes relating to an employee's denial of benefits are not grievable or arbitrable. This does not change either party's contractual rights which are not related to an individual's denial of benefits.

10.5 Enhanced Industrial Disability Leave (EIDL)

A. An employee working in the Department of Corrections and Rehabilitation who loses the ability to work for more than twenty-two (22) workdays as the result of an injury incurred in the official performance of his/her duties may be eligible for financial augmentation to the existing industrial disability leave benefits. Such injury must have been directly and specifically caused by an assault by an inmate, ward or parolee.

B. An employee working in the Department of Developmental Services or in the Department of State Hospitals who loses the ability to work for more than twenty-two (22) workdays as the result of an injury incurred in the official performance of his/her duties, may be eligible for financial augmentation to the existing industrial disability leave benefits. Such injury must have been directly and specifically caused by an assault by a resident, patient or client.

C. The EIDL benefits will be equivalent to the injured employee's net take home salary on the date of the occurrence of the injury. EIDL eligibility and benefits may continue for no longer than one year after the date of occurrence of injury. For the purposes of this section, "net salary" is defined as the amount of salary received after federal income tax, State income tax, and the employee's retirement contribution have been deducted from the employee's gross salary. The EIDL benefit will continue to be subject to miscellaneous payroll deductions.

D. EIDL will apply only to serious physical injuries and any complications directly related medically and attributable to the assault, as determined by the department director or designee. The benefits shall not be applied to presumptive injuries and illnesses, stress-related disabilities, or physical disabilities having mental origin.

E. The final decision as to whether an employee is eligible for, or continues to be eligible for EIDL shall rest with the department director or designee. The department may periodically review the employee's condition by any means necessary to determine an employee's continued eligibility for EIDL.

F. Other existing rules regarding the administration of IDL will be followed in the administration of EIDL.

G. This Section relating to EIDL will not be subject to the arbitration procedure of this Agreement.

10.6 Employee Assistance Program (EAP)

A. The State recognizes that alcohol abuse, drug abuse, stress, and other factors may adversely affect job performance. As a means of correcting job performance issues, the State may offer confidential referral to the Employee Assistance Program for alcohol and drug abuse, and concerns such as marital, family, emotional, financial, medical, dependent care and, legal matters or other personal problems. The intent of this Section is to assist an employee's voluntary efforts to treat alcohol abuse, drug abuse or stress-related issues so as to retain or recover his/her value as an employee.

B. Each department head or designee shall designate an Employee Assistance Program Coordinator who shall arrange for programs to implement this Section. Participation in the Employee Assistance Program will be through voluntary self-referral or through referral to an Employee Assistance Program Coordinator by appropriate management personnel. An employee using the Employee Assistance Program upon approval, may use accrued sick leave, compensating time off credits and vacation leave credits for such a purpose. Leaves of absence without pay may be granted by the department head or designee upon the recommendation of the Employee Assistance Program Coordinator if all sick leave, vacation and compensating time off have been exhausted and the employee is not eligible to use Industrial Disability Leave or Non-Industrial Disability Insurance.

C. The records concerning an employee's referral and/or treatment shall be kept confidential. No manager, supervisor, department director, or coordinator shall disclose the nature of the employee's treatment or the reason for the employee's leave of absence. Records of such referrals shall not be kept in the employee's personnel file.

D. Departments/facilities with an internal Employee Assistance Program shall provide the opportunity for an employee to meet with the Employee Assistance Program Coordinator in a location away from the immediate worksite to ensure confidentiality when receiving Employee Assistance Program Benefits.

E. Program evaluation and problems arising from implementation will be referred to the Labor/Management Committee pursuant to Section 19.7 of this Agreement.

10.7 Group Legal Service Plan

A. This plan is available on a voluntary, after-tax, payroll deduction basis, with all costs being paid by the employee, including a service charge for the costs of administering the plan.

B. There shall be an annual enrollment period. Eligible Employees who elect not to enroll during the initial enrollment period shall be eligible to enroll in the subsequent open enrollment period.

C. Specific information on the plan, including plan features and costs, will be distributed to all eligible employees during the open enrollment period. Employees will be notified of any changes to the plan. Once enrolled, employees may cancel at any time according to cancellation procedures

ARTICLE 11 – RETIREMENT PLAN

Retirement benefit formulas and contribution rates for State employees are specified in the Government Code as summarized below. No provision of this article shall be deemed grievable or arbitrable under the grievance and arbitration procedure, except any claim of clerical error concerning an employee's retirement benefit shall be grievable up to the California Department of Human Resources.

11.1 Treatment of Employee Retirement Contribution

The purpose of this Article is to implement the provisions contained in Section 414(h)(2) of the Internal Revenue Code concerning the tax treatment of employee retirement contributions paid by the State of California on behalf of employees in the bargaining unit. Pursuant to Section 414(h)(2) contributions to a pension plan, although designated under the plan as employee contributions, when paid by the employer in lieu of contributions by the employee, under circumstances in which the employee does not have the option of choosing to receive the contributed amounts directly instead of having them paid by the employer, may be excluded from the gross income of the employee until these amounts are distributed or made available to the employee.

Implementation of Section 414(h)(2) is accomplished through a reduction in wages pursuant to the provisions of this Article.

A. **DEFINITIONS**. Unless the context otherwise requires, the definitions in this Article govern the construction of this Article.

1. "Employees." The term "employees" shall mean those employees of the State of California in Bargaining Unit 19 who make employee contributions to the CalPERS retirement system.

2. "Employee Contributions." The term "employee contributions" shall mean those contributions to the PERS retirement system which are deducted from the salary of employees and credited to individual employees' accounts.

3. "Employer." The term "employer" shall mean the State of California.

4. "Gross Income." The term "gross income" shall mean the total compensation paid to employees in Bargaining Unit 19 by the State of California as defined in the Internal Revenue Code and rules and regulations established by the Internal Revenue Code and rules and regulations established by the Internal Revenue Service.

5. "Retirement System." The term "retirement system" shall mean the CalPERS retirement system as made applicable to the State of California under the provisions of the Public Employees' Retirement Law (California Government Code Section 20000, et seq.).

6. "Wages." The term "wages" shall mean the compensation prescribed in this Agreement.

B. Pick-Up-Of-Employee Contributions

1. Pursuant to the provisions of this Agreement, the employer shall make employee contributions on behalf of employees, and such contributions shall be treated as employer contributions in determining tax treatment under the Internal Revenue Code of the United States. Such contributions are being made by the employer in lieu of employee contributions.

2. Employee contributions made under paragraph A. of this Article shall be paid from the same source of funds as used in paying the wages to the affected employees.

3. Employee contributions made by the employer under paragraph A. of this Article shall be treated for all purposes other than taxation in the same manner and to the same extent as employee contributions made prior to the effective date of this Agreement.

4. The employee does not have the option to receive the employer contributed amounts paid pursuant to this Agreement directly instead of having them paid to the retirement system.

C. Wage Adjustment

Notwithstanding any provision in this Agreement to the contrary, the wages of employees shall be reduced by the amount of employee contributions made by the employer pursuant to the provisions hereof.

D. Limitations to Operability

This Article shall be operative only as long as the State of California pick up of employee retirement contributions continues to be excludable from gross income of the employee under the provisions of the Internal Revenue Code.

E. Non-Arbitrability

The parties agree that no provisions of this Article shall be deemed to be arbitrable under the grievance and arbitration procedure contained in this Agreement.

11.2 1959 Survivors' Benefits-Fifth Level

A. Employees in this unit who are members of the California Public Employees' Retirement System (CalPERS) will be covered under the Fifth Level of the 1959 Survivors' Benefit, which provides a death benefit in the form of a monthly allowance to the eligible survivor in the event of death before retirement. This benefit will be payable to eligible survivors of current employees who are not covered by Social Security and whose death occurs on or after the effective date of the Contract.

B. Pursuant to Government Code Section 21581(c), the contribution for employees covered under this new level of benefits will be $2 per month as long as the combined employee and employer cost for this program is $4 per month or less per covered member. If the total cost of this program exceeds $4 per month per member, the employee and employer shall share equally the cost of the program. The rate of contribution for the State will be determined by PERS board, pursuant to Government Code Section 21581.

C. The survivors' benefits are detailed in the following schedule:

1. A spouse who has care of two or more eligible children, or three or more eligible children not in care of spouse $1,800

2. A spouse with one eligible child, or two eligible children not in the care of the spouse $1,500

3. One eligible child not in the care of the spouse; or the spouse, who had no eligible children at the time of the employee's death, upon reaching age 60 ..... $750

11.3 First Tier Eligibility for Employees In Second Tier

A. New employees who meet the criteria for CalPERS membership are enrolled in the First Tier plan and have the right to be covered under the Second Tier plan within 180 days of the date of their appointment. If a new employee does not make an election for Second Tier coverage during this period, he or she would remain in the First Tier plan.

B. An employee in the Second Tier may exercise the Tier 1 right of election at any time.

C. An employee who makes this election is eligible to purchase past Second Tier service. The parties will work with CalPERS to establish more flexible purchase provisions for employees. These include, but are not limited to, increasing the installment period from 96 months (8 years) to 144 months (12 years) or up to 180 months (15 years), and allowing employees to purchase partial amounts of service.

D. Employees who purchase their past service are required to pay the amount of contributions they would have paid had they been First Tier members during the period of service that they are purchasing. As required by CalPERS law, the amount includes interest at six percent (6%), annually compounded.

11.4 First Tier A Retirement Formula (2% at age 55), First Tier B Retirement Formula (2% at age 60) and Public Employees' Pension Reform Act (PEPRA) First Tier Retirement Formula (2% at age 62) Employee Contribution/Final Compensation

A. First Tier members first employed by the State prior to September 1, 2010 are subject to the First Tier A retirement formula.

B. First Tier retirement members first employed by the State on or after September 1, 2010 and prior to January 1, 2013, and qualify for California Public Employees Retirement System (CalPERS) memberships are subject to the First Tier B retirement formula. The First Tier B retirement formula does not apply to:

   1. Former state employees who return to state employment on or after September 1, 2010.

   2. State employees hired prior to September 1, 2010 who were subject to the Alternate Retirement Program (ARP).

   3. State employees on approved leave of absence prior to September 1, 2010 who return to active employment on or after September 1, 2010.

   4. Persons who are already members or annuitants of the CalPERS as a state employee prior to September 1, 2010.

   The above categories are subject to the First Tier A retirement formula.

C. Employees who are brought into CalPERS membership for the first time on or after January 1, 2013, and who are not eligible for reciprocity with another California public employer as provided in Government Code Section 7522.02(c) shall be subject to the "PEPRA Retirement Formula." As such, the PEPRA changes to retirement formulas and pensionable compensation caps apply only to new CalPERS members subject to PEPRA as defined under PEPRA.

D. The table below lists the age and benefit factors for First Tier A, First Tier B, and PEPRA First Tier retirement formulas.

Age at Retirement	**First Tier A Formula (2% at age 55)** Employees hired prior to September 1, 2010	**First Tier B Formula (2% at age 60)** Employees first hired on and after September 1, 2010 and prior to January 1, 2013	**PEPRA Formula (2% at age 62)** Employees eligible for CalPERS Membership for the first time on and after January 1, 2013
50	1.100	1.092	N/A
51	1.280	1.156	N/A
52	1.460	1.224	1.00
53	1.640	1.296	1.100
54	1.820	1.376	1.200
55	2.000	1.460	1.300
56	2.064	1.552	1.400
57	2.126	1.650	1.500
58	2.188	1.758	1.600
59	2.250	1.874	1.700
60	2.314	2.000	1.800
61	2.376	2.134	1.900
62	2.438	2.272	2.000
63	2.500	2.418	2.100
64	2.500	2.418	2.200
65	2.500	2.418	2.300
66	2.500	2.418	2.400
67	2.500	2.418	2.500

E. The factors for attained quarter ages, such as 52 3/4, will continue. These retirement quarter age benefit factors will apply for service rendered on and after the effective date of the memorandum of understanding between the State and the Union (1998-1999). The quarter factors will also apply to past service that is credited under the First Tier A, First Tier B, and the PEPRA First Tier.

F. Employee Retirement Contribution

1. As stated in Government Code Section 20677.6, effective September 1, 2010, miscellaneous and industrial members in the First Tier retirement or the ARP subject to social security shall contribute ten percent (10%) of monthly compensation in excess of $513 for retirement.

2. Miscellaneous and Industrial members in the First Tier retirement or the ARP not subject to social security shall contribute eleven percent (11%) of monthly compensation in excess of $317 for retirement.

G. Final Compensation

Final compensation for an employee who is employed by the State for the first time and becomes a member of CalPERS prior to January 1, 2007 is based on the highest average monthly pay rate during twelve (12) consecutive months of employment.

Final compensation for an employee who is employed by the State for the first time and becomes a member of CalPERS on or after January 1, 2007 is based on the highest average monthly pay rate during thirty-six (36) consecutive months of employment.

11.5 State Safety A Retirement Formula (2.5% at age 55), State Safety B Retirement Formula (2% at age 55 up to 2.5% at age 60), and Public Employees' Pension Reform Act (PEPRA) State Safety Retirement Formula (2% at age 57)/Employee Contribution/Final Compensation

A. State Safety members first employed by the State prior to September 1, 2010 are subject to the State Safety A retirement formula.

B. State Safety retirement members first employed by the State on or after September 1, 2010 and prior to January 1, 2013, and qualify for California Public Employees Retirement System (CalPERS) membership are subject to the State Safety B retirement formula. The State Safety B retirement formula does not apply to:

1. Former State employees who return to state employment on or after September 1, 2010.

2. State employees hired prior to September 1, 2010 who were subject to the Alternate Retirement Program (ARP).

3. State employees on approved leave of absence prior to September 1, 2010 who return to active employment on or after September 1, 2010.

4. Persons who are already members or annuitants of the CalPERS as a state employee prior to September 1, 2010.

The above categories are subject to the State Safety A retirement formula.

C. Employees who are brought into CalPERS membership for the first time on or after January 1, 2013, and who are not eligible for reciprocity with another California public employer as provided in Government Code Section 7522.02(c) shall be subject to the "PEPRA Retirement Formula." As such, the PEPRA changes to retirement formulas and pensionable compensation caps apply only to new CalPERS members subject to PEPRA as defined under PEPRA.

D. The table below lists the age and benefit factors for State Safety A, State Safety B, and PEPRA State Safety retirement formulas.

Age at Retirement	**State Safety A Formula (2.5% at age 55) G.C. 21369.1** Employees hired prior to September 1, 2010	**State Safety B Formula (2% at age 55 up to 2.5% at age 60) G.C. 21369.2** Employees first hired on and after September 1, 2010 and prior to January 1, 2013	**PEPRA State Safety Formula (2% at age 57) G.C. 7522.25(b)** Employees eligible for CalPERS Membership for the first time on and after January 1, 2013
50	1.7000	1.426	1.426
51	1.8000	1.522	1.508
52	1.9000	1.628	1.590
53	2.0000	1.742	1.672
54	2.2500	1.866	1.754
55 and over	2.5000	2.000	1.836
56	N/A	2.100	1.918
57 and over	N/A	2.200	2.000
58	N/A	2.300	N/A
59	N/A	2.400	N/A
60 and over	N/A	2.500	N/A

E. Employee Retirement Contribution

As stated in Government Code Section 20677.9, effective September 1, 2010, State Safety members shall contribute eleven percent (11%) of monthly compensation in excess of $317 for retirement.

F. Final Compensation

Final compensation for an employee who is employed by the State for the first time and becomes a member of CalPERS prior to January 1, 2007 is based on the highest average monthly pay rate during twelve (12) consecutive months of employment.

Final compensation for an employee who is employed by the State for the first time and becomes a member of CalPERS on or after January 1, 2007 is based on the highest average monthly pay rate during thirty-six (36) consecutive months of employment.

11.6 Second-Tier Retirement Plan

Bargaining Unit 19 members may participate in the Second-Tier retirement plan as prescribed by Government Code Section 21070.5.

A. Second Tier members first employed by the State and subject to CalPERS membership prior to January 1, 2013 are subject to the Pre-PEPRA Second Tier retirement formula.

B. Employees who are brought into CalPERS membership for the first time on or after January 1, 2013 and who are not eligible for reciprocity with another California public employer as provided in Government Code Section 7522.02(c) shall be subject to the "PEPRA Retirement Formula." As such, the PEPRA changes to retirement formulas and pensionable compensation caps apply only to new CalPERS members subject to PEPRA as defined under PEPRA.

C. The table below lists the Second Tier age/benefit factors for the Pre-PEPRA and PEPRA retirement formulas.

Age at Retirement	Pre-PEPRA Formula (1.25% at age 65) Employees first hired and subject to CalPERS membership prior to January 1, 2013	PEPRA Formula (1.25% at age 67) Employees eligible for CalPERS Membership for the first time on and after January 1, 2013
50	0.5000	N/A
51	0.5500	N/A
52	0.6000	0.6500
53	0.6500	0.6900
54	0.7000	0.7300
55	0.7500	0.7700
56	0.8000	0.8100
57	0.8500	0.8500
58	0.9000	0.8900
59	0.9500	0.9300
60	1.0000	0.9700
61	1.0500	1.0100
62	1.1000	1.0500
63	1.1500	1.0900
64	1.2000	1.1300
65	1.2500	1.1700
66	1.2500	1.2100
67	1.2500	1.2500

D. Employee Contribution

As stated in Government Code Section 20683.2, effective July 1, 2013, Second Tier members, including ARP members, shall contribute one and one-half percent (1.5%) of monthly pensionable compensation for retirement, and will increase by 1.5% points annually. The final annual increase in the contribution rate shall be adjusted as appropriate to reach fifty percent (50%) of normal cost.

E. Final Compensation

Final Compensation for an employee, who is employed by the State for the first time and becomes a member of CalPERS prior to January 15, 2011, is based on the highest average monthly pay rate during twelve (12) consecutive months of employment.

Final Compensation for an employee, who is employed by the State for the first time and becomes a member of CalPERS on or after January 15, 2011, is based on the highest average monthly pay rate during thirty-six (36) consecutive months of employment.

11.7 Industrial Retirement

A. "Industrial" with respect to State miscellaneous members means death or disability resulting from an injury which is a direct consequence of a violent act perpetrated on his or her person by a patient or client of the Department of State Hospitals (DSH), at Patton State Hospital or Atascadero State Hospital, or any other state hospital which is deemed a forensic facility if:

1. The member was performing his or her duties within a treatment ward at the time of the injury, or

2. The member was not within a treatment ward but was acting within the scope of his or her employment at the hospital and is regularly and substantially as part of his or her duties in contact with such patients or clients, and

3. The member at the time of injury was employed in a State bargaining unit for which a memorandum of understanding has been agreed to by the State employer and the recognized employee organization to become subject to this Section, or

4. The member was either excluded from the definition of State employee in subdivision (c) of Section 3513 or was a supervisory employee as defined in Section 3522.1, or was a non-elected officer or employee of the executive branch of government who was not a member of the civil service.

B. The provisions of this part providing industrial death and disability benefits to State industrial members shall apply to the miscellaneous members described in this Section and to any other State member whose death or disability results from an injury under the conditions prescribed in this Section.

11.8 Alternative Pre-Retirement Death Benefit

The State agrees to provide Bargaining Unit 19 Employees with an improved alternative pre- retirement death benefit in accordance with the provisions of Government Code 21547, as follows:

21547. Notwithstanding any other provision of this article requiring attainment of the minimum age for voluntary service retirement to him or her in his or her last employment preceding death, upon the death of a state member on or after January 1, 1993, who is credited with 20 years or more of state service, the surviving spouse, or eligible children if there is no eligible spouse may receive a monthly allowance in lieu of the basic death benefit. The board shall notify the eligible survivor, as defined in Section 21546, of this alternate death benefit. The board shall calculate the monthly allowance that shall be payable as follows:

a. To the member's surviving spouse, an amount equal to what the member would have received if he or she had retired for service at minimum retirement age on the date of death and had elected Option Settlement 2 and Section 21459.

b. To the children under age 18 collectively if there is no surviving spouse or the spouse dies before all of the children of the deceased member are age 18, an amount equal to one-half of and derived from the same source as the unmodified allowance the member would have been entitled to receive if he or she had retired for service at minimum retirement age on the date of death. No child shall receive any allowance after marrying or attaining the age of 18. As used in this section, a "surviving child" includes a posthumously born child of the member.

c. This section shall only apply to members employed in the state bargaining units for which a memorandum of understanding has been agreed by the state employer and the recognized employee organization to become subject to this section, members who are excluded from the definition of the state employees in subdivision (c) of Section 3513, and members employed by the executive branch of government who are not members of the civil service.

d. For the purpose of this section, "state service" means service rendered as a state employee, as defined in Section 19815. This section shall not apply to any contracting agency nor to the employees of any contracting agency.

21547.5. For any survivor or a monthly allowance provided by Section 21547 prior to the effective date of its amendment, the allowance shall be adjusted to equal an amount that the member would have been eligible to if his or her death had occurred on or after the amendment effective date of Section 21547. The adjusted amount would be payable only on and after that amendment effective date.

11.9 Deferred Compensation/ (401(k)/457)

A. The State shall provide employees in Bargaining Unit 19 with a choice of deferred compensation plans and shall endeavor to provide one whose policy incorporates a commitment to socially responsible investments.

B. The State will send a representative to one annual AFSCME meeting to explain the options available to participating employees. AFSCME will provide the State with a minimum of two months' notice of the date and location of the meeting.

C. General information regarding the State's Deferred Compensation Plan is available from the Department of Human Resources at (855) 616-4776.

D. Employees in Bargaining Unit 19 will continue to be included in the State of California, Department of Human Resources' 401(k)/457 Deferred Compensation Program.

11.10 Public Employees' Pension Reform Act of 2013 (PEPRA)

A. PEPRA Definition of "Pensionable Compensation"

Retirement benefits for employees subject to PEPRA are based upon the highest average pensionable compensation during a thirty-six (36) month period. Pensionable compensation shall not exceed the applicable percentage of the contribution and benefit base specified in Title 42 of the United State Code Section 430 (b). The 2013 limits are $113,700 for members subject to Social Security and $136,440 for members not subject to Social Security. The limit shall be adjusted annually based on changes to the Consumer Price Index for all Urban Consumers.

B. Alternate Retirement Program – New Employees

Employees first hired on or after July 1, 2013 shall not be subject to the Alternate Retirement Program (ARP). Existing ARP members are required to complete the twenty-four (24) month enrollment period. Upon completion of the twenty-four (24) month period, the employee shall make contributions to CalPERS. ARP members shall continue to be eligible for payout options beginning the first day of the 47th month of employment and ending on the last day of the 49th month of employment following his or her initial ARP hire date.

C. Equal sharing of Normal Cost

As stated in Government Code Sections 7522.30 and 20683.2, equal sharing between the State employer and State employees of the normal cost of the defined benefit plans shall be the standard for all plans and employees. It shall be the standard that all employees pay at least fifty percent (50%) of the normal cost and the State employer shall not pay any of the required employee contributions. “Normal cost” is determined annually by CalPERS.

11.11 Prefunding of Post-Retirement Health Benefits

The State and Bargaining Unit 19 hereby agree to share in the responsibility toward the prefunding of post-retirement health benefits for members of Bargaining Unit 19; and, agree that the foregoing concepts will be implemented as a means to offset the future financial liability for health benefits for retired members.

A. Since July 1, 2017, the State and Bargaining Unit 19 prefunds retiree healthcare, with the goal of reaching a fifty (50) percent cost sharing of actuarially determined total normal costs for both employer and employees by July 1, 2019. The amount of employee and matching employer contributions required to prefund retiree healthcare increased by the following percentages of pensionable compensation:

   1. July 1, 2017: by 1.0 percent.

   2. July 1, 2018: by 1.0 percent, for a total of 2.0 percent.

   3. July 1, 2019: by 1.0 percent, for a total of 3.0 percent.

B. Employees Subject to Other Post Employment Benefit (OPEB) Prefunding

All Bargaining Unit 19 members who are eligible for health benefits must contribute, including permanent intermittent employees. Bargaining Unit 19 members whose appointment tenure and/or time base make them ineligible for health benefits, such as: seasonal, temporary, and employees whose time base is less than half time, do not contribute. Bargaining Unit 19 members not subject to OPEB prefunding shall begin contributing upon attaining eligibility for health benefits. New hires and employees transferring into Bargaining Unit 19 shall begin contributing immediately, unless they are not subject, as set forth above.

C. Withholding of Contributions

Contributions shall be withheld from employee salary on a pre-tax basis, except for employees receiving disability benefits that require contributions to be withheld post-tax as determined by the State Controller's Office.

D. Contributions will be deposited in the designated state subaccount for Bargaining Unit 19 of the Annuitant's Health Care Coverage Fund for the purpose of providing retiree health and dental benefits to state annuitants and dependents associated with Bargaining Unit 19. As defined in Government Code Section 22940, a designated state subaccount is a "separate account maintained within the fund to identify prefunding contributions and assets attributable to a specified state collective bargaining unit or other state entity for the purpose of providing benefits to state annuitants and dependents associated with a specified collective bargaining unit or other state entity."

E. Contributions paid pursuant to this agreement shall not be recoverable under any circumstances to an employee or his/her beneficiary or survivor.

F. The costs of administering payroll deductions and asset management shall be deducted from the contributions and/or account balance.

G. The parties agree to support any legislation necessary to facilitate and implement prefunding of retiree health care obligations.

11.12 Post-retirement Health and Dental Benefits Vesting

A. The following vesting schedule shall apply to state employees in Bargaining Unit 19 first employed by the State on or after January 1, 2017.

B. The portion of the employer contribution toward post-retirement health and dental benefits will be based on credited years of service at retirement per the following chart entitled "Health and Dental Benefits Vesting". The minimum number of years of State service at retirement to establish eligibility for any portion of the employee contribution will be fifteen (15) years. This section will apply only to state employees who were under a service retirement.

C. State employees as defined in A above, who become Bargaining Unit 19 employees after January 1, 2017, shall not receive any portion of the employer's contribution payable for post-retirement health and dental benefits unless those employees are credited with fifteen (15) years of State service as defined by law.

D. The percentage of employer contribution payable for post-retirement health and dental benefits for an employee subject to this section is based on the member's completed years of credited State service at retirement as shown in the following table:

Health and Dental Benefits Vesting	
CREDITED YEARS OF SERVICE	**PERCENT OF EMPLOYER CONTRIBUTION**
15	50
16	55
17	60
18	65
19	70
20	75
21	80
22	85
23	90
24	95
25 or more	100

E. This section shall apply only to state employees who retire for service.

F. Benefits provided an employee by this section shall be applicable to all future State service.

G. For the purposes of this section, State service shall mean service rendered as an employee or officer (employed, appointed or elected) of the State for compensation.

H. The parties agree to support any legislation necessary to incorporate these post-retirement health and dental vesting changes into Government Code Section 22874 and 22958, or any other applicable section of the Government Code.

11.13 Employer Contribution for Retiree Health Benefits

A. The employer contribution for each annuitant enrolled in a basic plan shall not exceed eighty (80) percent of the weighted average of the Basic health benefit plan premiums for an employee or annuitant enrolled for self-alone, during the benefit year to which the formula is applied. For each employee or annuitant with enrolled family members, the employer contribution shall not exceed eighty (80) percent of the weighted average of the additional premiums required for enrollment of those family members, during the benefit year to which the formula is applied.

   1. "Weighted average of the health benefit plan premiums" as used in this section shall consist of the four (4) Basic health benefit plans that had the largest enrollment of active state employees, excluding family members, during the previous benefit year.

   2. This section shall apply to all employees and annuitants first hired on or after January 1, 2017.

B. The employer contribution for an annuitant enrolled in a Medicare Supplemental Plan in accordance with Government Code section 22844 shall not exceed eighty (80) percent of the weighted average of the health benefit plan premiums for an annuitant enrolled in Medicare Supplemental Plan for self-alone, during the benefit year to which the formula is applied. For each employee or annuitant with enrolled family members, the employer contribution shall not exceed eighty (80) percent of the weighted average of the additional premiums required for enrollment of those family members, during the benefit year to which the formula is applied.

   1. "Weighted average of the health benefit plan premiums" as used in this section shall consist of the four (4) Medicare Supplemental Plans that had the largest enrollment of state annuitants, excluding family members, during the previous benefit year.

   2. The employer contribution shall not exceed the amount calculated under this section if the employee or annuitant is eligible for Medicare Part A, with or without cost, and Medicare Part B, regardless of whether the employee or annuitant is actually enrolled in Medicare Part A or Part B.

   3. This section shall apply to all employees and annuitants first hired on or after January 1, 2017.

C. State employees and annuitants in Bargaining Unit 19 hired on or after January 1, 2017 shall be ineligible to receive any portion of the employer's contribution for annuitants towards Medicare Part B premiums, as defined in Government Code section 22879.

D. This section does not apply to:

      1. State employees previously employed before January 1, 2017, who return to state employment on or after January 1, 2017; and

2. State employees on an approved leave of absence employed before January 1, 2017, who return to active employment on or after January 1, 2017.

E. The parties agree to support any legislation necessary to facilitate and implement this provision.

ARTICLE 12 – ALLOWANCES AND REIMBURSEMENTS

12.1 Business and Travel Expense

The State agrees to reimburse employees for actual, necessary and appropriate business expenses and travel expenses incurred 50 miles or more from home and headquarters, in accordance with existing CalHR rules and as set forth below. Lodging and/or meals provided by the State or included in hotel expenses or conference/registration fees or in transportation costs such as airline tickets or otherwise provided shall not be claimed for reimbursement. Employees who are unable to consume meal(s) provided by the State or included in hotel expenses or conference/registration fees because of time constraints or other considerations such as reasonable accommodation may be reimbursed provided an alternate meal was purchased, in accordance with the rates established in Section (A)(1) of this article. Each item of expenses of $25 or more requires a receipt; receipts may be required for items of expense that are less than $25. When receipts are not required to be submitted with the claim, it is the employee's responsibility to maintain receipts and records of their actual expenses, and make them available for audit upon request by their department, state control agencies and/or the Internal Revenue Service (IRS). Each State agency shall determine the necessity for and method of travel.

A. **Meals/Incidentals** - Meal expenses for breakfast, lunch and dinner will be reimbursed in the amount of the actual expenses up to the agreed upon maximums. Receipts for meals must be maintained by the employee as substantiation that the amount claimed was not in excess of the amount of actual expense. CalHR must comply with current IRS definition of "incidentals". The IRS definition of "incidentals" includes fees and tips for porters, baggage carriers, hotel staff and staff on ships. It does not include expenses for laundry, cleaning and pressing of clothing, taxicab fares, lodging taxes or the cost of telegrams or telephone calls.

1. **Rates** - Actual meal/incidental expenses incurred will be reimbursed in accordance with the maximum rates and time frame requirements outlined below.

Breakfast	up to	$7.00
Lunch	up to	$11.00
Dinner	up to	$23.00
Incidentals	up to	$5.00

Total	$46.00

2. **Timeframes** - For continuous short-term travel of more than 24 hours but less than 31 days, the employee will be reimbursed for actual costs up to the maximum for each meal, incidental, and lodging expense for each complete 24 hours of travel, beginning with the traveler's time of departure and return as follows:

   a. On the fractional day of travel at the end of a trip of more than 24 hours:

Trip begins at or before 6 a.m.	Breakfast may be claimed
Trip begins at or before 11 a.m.	Lunch may be claimed
Trip begins at or before 5 p.m.	Dinner may be claimed

   b. On the fractional day of travel at the end of a trip of more than 24 hours:

Trips ends at or after 8 a.m.	Breakfast may be claimed
Trip ends at or after 2 p.m.	Lunch may be claimed
Trip ends at or after 7 p.m.	Dinner may be claimed

   If the fractional day includes an overnight stay, receipted lodging may be claimed. No meal or lodging expenses may be claimed or reimbursed more than once on any given date or during any 24-hour period.

   c. For continuous travel of less than 24 hours, the employee will be reimbursed for actual expenses up to the maximum as follows:

Travel begins at or before 6 am and ends at or after 9 am	Breakfast may be claimed
Travel begins at or before 4 p.m. and ends at or after 7pm	Dinner may be claimed

   If the trip extends overnight, receipted lodging may be claimed.

   No lunch or incidentals may be claimed on a trip of less than 24 hours.

B. **Lodging** - All lodging reimbursement requires a receipt from a commercial lodging establishment such as a hotel, motel, bed and breakfast inn, or public campground that caters to the general public. No lodging will be reimbursed without a valid commercial lodging establishment receipt.

   1. Statewide, in all locations not listed in 2. below, for receipted lodging while on travel status to conduct State business shall be reimbursed up to $90 plus applicable taxes and mandatory fees.

2. When employees are required to conduct State business and obtain lodging in the counties identified below, reimbursement will be for the actual receipted lodging up to the below identified maximums, plus applicable taxes and mandatory fees:

County	Lodging Rate
All counties except those listed below	$90
Sacramento, Napa, Riverside	$95
Marin	$110
Los Angeles, Orange, Ventura, & Edwards AFB, excluding the city of Santa Monica	$120
San Diego, Monterey County	$125
Alameda, San Mateo, Santa Clara	$140
City of Santa Monica	$150
San Francisco	$250

Reimbursement of lodging expenses in excess of specified amounts, excluding taxes requires advance written approval from CalHR. CalHR may delegate approval authority to departmental appointing powers or increase the lodging maximum rate for the geographical area and period of time deemed necessary to meet the needs of the State. An employee may not claim lodging, meal, or incidental expenses within 50 miles of his/her home or headquarters.

C. **Long-term Travel**: Actual expenses for long term meals and receipted lodging will be reimbursed when the employee incurs expenses in one location comparable to those arising from the use of establishments catering to the long-term visitor. The supervisor must determine prior to the beginning of the assignment if the time away from the home or headquarters area will be more than 30 days, but less than one year. Long-Term-Assignments (LTA) lasting longer than 1 year may require the long-term reimbursements to be reported as a fringe benefit.

1. **Full Long-term Travel**: In order to qualify for full long-term travel reimbursement, the employee on long-term field assignment must meet the following criteria:

   - The employee continues to maintain a permanent residence at the primary headquarters, and
   - The permanent residence is occupied by the employee's dependents, or
   - The permanent residence is maintained at a net expense to the employee exceeding $200 per month.
   - The employee on full long-term travel who is living at the long-term location may claim either:

a. Reimbursement for actual individual expense, substantiated by receipts, for lodging, water, sewer, gas, and electricity, up to a maximum of $1130 per calendar month while on the long-term assignment, and actual expenses up to $10.00 for meals and incidentals, for each period of 12 to 24 hours and up to $5.00 for actual meals and incidentals for each period of less than 12 hours at the long-term location, or

b. Long-term subsistence rates of $24.00 for actual meals and incidentals and $24.00 for receipted lodging for travel of 12 hours up to 24 hours; either $24.00 for actual meals or $24.00 for receipted lodging for travel less than 12 hours when the employee incurs expenses in one location comparable to those arising from the use of establishments catering to the long-term visitor.

2. An employee on long-term field assignment who does not maintain a separate residence in the headquarters area may claim long-term subsistence rates of up to $12.00 for actual meals and incidentals and $12.00 for receipted lodging for travel of 12 hours up to 24 hours at the long-term location; either $12.00 for actual meals or $12.00 for receipted lodging for travel less than 12 hours at the long-term location.

3. Employees, with supervisor's approval, after completing the work shift who remain at the job or LTA location past the Friday twelve (12)-hour clock will receive full per diem for Friday. Those staying overnight shall not receive any additional per diem regardless of the Saturday departure time. An employee returning to the temporary residence on Sunday will receive full per diem. This does not change CalHR policy regarding the per diem clock which starts at the beginning of the work shift on Monday. If the normal workweek is other than as stated above, the same principle applies.

   Employees who leave the LTA location are not entitled to the reimbursement of per diem and transportation costs if they stayed overnight elsewhere.

D. **Out-of-State Travel:** For short term out-of-state travel, State employees will be reimbursed actual lodging, supported by a receipt, and will be reimbursed for actual meal and incidental expenses in accordance with the above. Failure to furnish lodging receipts will not limit reimbursement to the meal/incidental rate above. Long-term out-of-state travel will be reimbursed in accordance with the provisions of long-term travel above.

E. **Out-of Country Travel:** For short-term out of country travel, State employees will be reimbursed actual lodging, substantiated by a receipt, and will be reimbursed actual meals and incidentals up to the maximums published in column B of the Maximum Travel per Diem Allowances for Foreign Area, Section 925, U.S. Department of State Standardized Regulations and the meal/incidentals breakdown in Federal Travel Regulation Chapter 301, Travel Allowances, Appendix B. Long-term Out of Country travel will be reimbursed in accordance with the provisions of Long-term travel above, or as determined by CalHR.

Subsistence shall be paid in accordance with procedures prescribed by the CalHR. It is the responsibility of the individual employee to maintain receipts for their actual meal expenses.

F. **Transportation.** Transportation expenses include, but are not limited to airplane, train, bus, and taxi fares, rental cars, parking, mileage reimbursement and tolls that are reasonably and necessarily incurred as a result of conducting State business. Each state agency shall determine the method of and necessity for travel. Transportation will be accomplished and reimbursed considering both direct expense as well as the employee's time. Provided the mode of transportation selected does not conflict with the needs of the agency, the employee may use a more expensive form of transportation and be reimbursed at the amount required for a less expensive mode of travel. Both modes of transportation will be shown on the travel claim.

1. **Mileage Reimbursement**

   a. When an employee is authorized by his/her appointing authority or designee to operate a privately owned vehicle on State business the employee will be allowed to claim and be reimbursed at the Federal Standard Mileage Rate (FSMR). Mileage reimbursement includes all expenses related to the use, and maintenance of the vehicle, including but not limited to gasoline, up-keep, wear and tear, tires, and all insurance including liability, collision and comprehensive coverage; breakdowns, towing and any repairs, and any additional personal expenses that may be incurred by an individual as a result of mechanical breakdown or collision.

   b. When an employee is required to report to an alternative work location, the employee may be reimbursed for the number of miles driven in excess of his/her normal commute.

2. **Private Aircraft Mileage** – When the employee is authorized by his/her department, reimbursement for the use of the employee's privately owned aircraft on State business shall be at the current FSMR rate per statute mile. Pilot qualifications and insurance requirements will be maintained in accordance with CalHR rule 599.628 and the State Office of Risk and Insurance Management.

3. **Mileage to/from a common carrier** - When the employee's use of a privately owned vehicle is authorized for travel to or from a common carrier terminal, and the employee's vehicle is not parked at the terminal during the period of absence, the employee may claim double the number of miles between the terminal and the employee's headquarters or residence, whichever is less, while the employee occupies the vehicle. Exception to "whichever is less": if the employee begins travel one hour or more before he normally leaves his home, or on a regularly scheduled day off, mileage may be computed from his/her residence.

G. **Receipts.** Receipts shall be submitted for every item of transportation and business expense incurred as a result of conducting State business except for actual expenses as follows:

1. Railroad and bus fares of less than $25 when travel is wholly within the State of California.

2. Street car, ferry fares, bridge and road tolls, local rapid transit system, taxi, shuttle or hotel bus fares, and parking fees of $10.00 or less for each continuous period of parking or each separate transportation expense noted in this item.

3. Telephone, tax or other business charges necessary to State business of $5.00 or less.

4. In the absence of a receipt, reimbursement will be limited to the non-receipted amount above.

5. Reimbursement will be claimed only for the actual and necessary expenses noted above. Regardless of the above exceptions, the approving officer may require additional certification and/or explanation in order to determine that an expense was actually and reasonably incurred. In the absence of a satisfactory explanation, the expenses shall not be allowed.

H. **Moving and Relocation Expenses.** Whenever an employee is reasonably required by the State to change his or her place of residence, the State shall reimburse the employee for approved items in accordance with the lodging, meal, and incidental rates and time frames established in Section 12.1, and in accordance with the existing requirements, timeframes, and administrative rules and regulations for reimbursement of relocation expenses that apply to excluded employees.

12.2 Overtime Meals

For All Departments except CDCR/CCHCS

An overtime meal allowance up to $8.00 will only be provided when an employee is required to work two (2) consecutive hours prior to or two (2) consecutive hours after the regular work shift. To be eligible for an overtime meal allowance on a holiday or regular day off, employees must work the total number of hours of their regular work shift and work either two (2) consecutive hours prior to or (2) consecutive hours after the start or end of their regular work shift.

CDCR/CCHCS

A. Overtime meal allowances are granted when an employee is required to work in excess of two (2) hours past their normal work day. If the employee is required to work for more extended periods of time, he/she may be allowed to gain an additional meal allowance for each additional six-hour period. No more than three (3) overtime meal allowances will be claimed during any 24-hour period. Overtime must be through the approved procedure.

B. Bargaining Unit 19 employees shall be provided an overtime meal ticket with the date of issue and time recorded on the meal ticket. For reimbursement purposes, the value of the first and third meal tickets issued during any 24-hour period shall be $6.00 without receipts; and the value of the second meal ticket issued during overtime shall be $3.00 without receipts. Employees issued meal tickets may receive reimbursement for the meal ticket by attaching the meal ticket to a State Form 262, Travel Expense Claim. Employees not issued meal tickets need only state on Form 262 what date and times they worked, the overtime and earned overtime meals. The form must be submitted within ninety (90) calendar days of issuance using the date on the meal ticket.

C. The State shall issue the meal ticket on the day in which it is earned.

D. The value of the meal ticket at the institution's snack bar or dining room shall be established by management after consulting with AFSCME but will be sufficient to purchase a complete hot meal. This may be higher than the reimbursement figure contained in paragraph B. above.

E. If an employee chooses to use the meal ticket at the employee's snack bar or dining room, the employee must use it within ninety (90) calendar days of issuance using the date on the meal ticket.

F. If during the term of the Contract the rates for non-represented employees increase, the proportionate adjustments will be made to this provision for Bargaining Unit 19.

12.3 License and Certification Renewal Fees

A. The State agrees to reimburse employees who are required by law to maintain a license, professional registration, certification or eligibility for certification as a condition of State employment and where such license is issued by a State agency or the registration is issued by a State recognized professional organization for the actual cost of license renewal fees. If the employee is working less than full time, the license fee reimbursement shall be prorated.

B. If the State Personnel Board's classification specification or legal requirement lists more than one certifying or licensing body which meets the minimum qualifications of that classification, the State will not restrict an employee to a specific certifying or licensing body. Employees will be required to maintain and provide the employer proof of eligibility, certification or license from one certifying or licensing body. However, at the expiration of their current eligibility, certification or license, employees may change the certifying or licensing body they have on file by providing the employer with proof of the new eligibility, certification, or license.

C. When an employee is required to maintain registration in a National or State therapy association in order to supervise interns in the field of Music Therapist, Recreation Therapist, Industrial Therapist, Dance Therapist and Art Therapist, employees shall be reimbursed for the actual costs of the registration renewal fees for one association. If the employee is working less than full time, the registration fee reimbursement shall be prorated.

D. The following classes shall be covered by this provision:

Pharmacist I

Pharmaceutical Consultant I, DHS

Pharmaceutical Consultant II, DHS

Inspector, Board of Pharmacy

Consulting Optometrist I, DHS

Consulting Optometrist II, DHS

Optometrist

Hearing Conservation Specialist

Audio & Speech Pathology Consultant

Audiologist I

Speech Pathologist I

Speech Pathologist II

Physical Therapist, (All Classifications)

Consultant in Physical Therapy for Physically Handicapped Children
Consultant in Occupational Therapy for Physically Handicapped Children
Senior Psychologist, Health Facility

Senior Psychologist, Health Facility, Specialist

Senior Psychologist, Correctional Facility

Senior Psychologist, Correctional Facility, Specialist

Psychology Internship Director

Psychology Internship Director, Correctional Facility

Psychologist, Health Facility, Clinical

Psychologist, Health Facility, Counseling

Psychologist, Health Facility, Educational

Psychologist, Health Facility, Social

Psychologist, Health Facility, Experimental

Psychologist, Clinical, Correctional Facility

Consulting Psychologist

Consulting Psychologist, Victims of Crime

Staff Psychologist, Clinical Correctional Facility

Staff Psychologist, Counseling, Correctional Facility

Sexually Violent Predator Evaluator

Registered Dietitian

Registered Dietitian, Correctional Facility

Registered Dietitian - Safety

Child Nutrition Consultant

Public Health Nutrition Consultant I

Public Health Nutrition Consultant II

Public Health Nutrition Consultant III, Specialist

Alcohol Treatment Counselor Veterans Home

Occupational Therapist

Occupational Therapist, Correctional Facility

Occupational Therapist, DDS and DSH

Occupational Therapist, Consultant

Recreation Therapist, Correctional Facility

Rehabilitation Therapist, (All Classes)

Senior Occupational Therapist

Senior Occupational Therapist, Correctional Facility

Clinical Social Worker (Health/Correctional Facility) – Safety

Clinical Social Worker (Health Facility)

Physician Assistant

Mobility Evaluation Specialist

E. The State agrees to reimburse Chaplains who are required to pay annual denomination fees to maintain "good standing", the Chaplain shall be reimbursed by the State for the actual cost of the denomination fees, not to exceed $250. If the employee is working less than full time, the denomination fees reimbursement may be prorated.

F. In the Department of Rehabilitation, employees in the classification of Vocational Psychologist who possess a professional psychologist licensure shall be reimbursed for the actual cost of license renewal, as in A. above.

12.4 Commercial Driver's License

A. Each department will reimburse an employee for filing and examination fees associated with obtaining the appropriate commercial driver's license and endorsement(s) if the employee is: 1) in a classification that requires the operation of equipment which requires either a Class A or Class B commercial driver's license and any endorsement(s); or (2) the classification designated by the department requires the employee to upgrade his/her driver's license to a Class A and/or B commercial driver's license and any endorsement(s); or (3) in a classification where a Class A and/or Class B commercial driver's license is an additional desirable qualification; or (4) the employee voluntarily and regularly drives, with authorization of the department, a vehicle for which either a Class A or Class B commercial driver's license including required endorsements, is required, provided:

   1. The employee requests and is authorized at least ten (10) work days in advance by his/her supervisor to take the examination;

   2. The employee has a valid, current medical certification acceptable to the Department of Motor Vehicles (DMV);

   3. The employee successfully passes the required examination and is issued the license and appropriate endorsement(s).

B. Employees applying for renewal or reinstatement of a license due to an illegal violation will not be reimbursed for any costs associated with obtaining a license as required by DMV.

C. The State will not pay any additional costs incurred as a result of an employee's failure to pass the written and/or performance test within the opportunities allowed by the original application fee.

D. Reimbursement for commercial driver's license fees paid by an employee shall not exceed the actual cost of that portion of the fee (including the cost of endorsement(s) required by the appointing power) which exceeds the cost of the regular non- commercial Class C driver's license, provided the employee applies for the required license and any required endorsement(s) simultaneously. If an employee fails to take all required extras simultaneously, reimbursement will not exceed the cost that would have been incurred had the tests been taken simultaneously.

E. Release Time for Commercial Driver's License Examination

1. Upon ten (10) work days advance notice to the department head or designee, the department shall provide reasonable time off without loss of compensation for an incumbent permanent employee to take the Class A and/or Class B commercial driver's license examination, provided:

   a. The examination is scheduled during the employee's scheduled work hours.

   b. The examination does not interfere with operational needs of the department; and

   c. The employee has a valid current medical certification, acceptable to DMV.

      If the DMV rejects the medical certification, provided by a department designated contractor physician or clinic, on the day the DMV commercial driver's license examination is scheduled, the employee shall be granted reasonable release time for the subsequently scheduled DMV examination subject to the requirements scheduled above.

2. As soon as the employee knows the date of the test, he/she shall notify the department. The department will allow the employee to use a State owned or leased vehicle or equipment appropriate for the license examination. It is understood by the parties, that use of the equipment or vehicle may be delayed for operational reasons.

F. Medical Examination

1. The State agrees to pay the cost of medical examinations for employees required to have either a Class A or Class B driver's license, provided the employee either receives his/her examination from a contractor physician or clinic, or are specifically authorized in advance to be examined by his/her personal physician, and authorized to be reimbursed for the cost upon presenting a voucher from the examining physician.

   The State will pay the cost of a referral determined necessary by the examining physician. The cost of the first examination and the examination resulting from the referral will be considered as one.

2. The State will pay the cost of a second medical examination (and a necessary referral) not to exceed the cost of the first medical examination provided that:

    a. The employee fails the first medical examination, or the certification submitted is not accepted by DMV; and

    b. A second medical examination is authorized and conducted; and

    c. The second medical certification is accepted by DMV.

3. The State will not reimburse the employee for a second medical examination that sustains the results of the first. In this case and for any further medical examinations, cost for medical re-examination shall be the responsibility of the affected employee.

G. Training

1. The State agrees to reimburse bargaining unit employees for expenses incurred as a result of attending job-required courses as authorized by the department. Such reimbursement shall be limited to tuition and/or registration fees, cost of course-required books, transportation or mileage expenses, toll and parking fees, and lodging and subsistence expenses.

2. Reimbursement for the above expenses shall be in accordance with existing Administrative Code sections except as otherwise provided in this MOU. When training occurs during normal working hours, the employee shall receive his/her regular salary.

3. The State shall reimburse bargaining unit employees for departmentally approved expenses incurred as a result of attending authorized job-related or career-related training or education in accordance with DPA rules.

4. Each department, at the request of an employee required to upgrade their current driver's license to a Class A or Class B commercial driver's license and appropriate endorsements, because of the new State Law effective January 1, 1989, will make available to the employee any information prepared by the DMV covering the commercial driver's license examination.

H. If an employee in category (3) or (4) above, fails to pass the required test(s), his/her employment status shall in no way be affected, except that he/she shall not be allowed or required to drive a vehicle for which a commercial driver's license is necessary.

I. For employees in category (3) or (4) above, the possession of a Class A or Class B endorsement shall not result in the employee being required to drive, on a routine or regular basis, for any purposes which are not integrally related to the employee's professional duties.

12.5 Activity Supplies

No Bargaining Unit 19 employee shall be asked to advance their own money to pay for client/resident activity supplies or other items needed to perform their jobs.

12.6 Special Events and Planned Program Activities

Bargaining Unit 19 employees who are authorized to accompany clients on planned program activities, shall be reimbursed for work- related expenses (parking, entrance fees, etc.). If an employee requests at least the (10) working days in advance of the activity, the State shall provide a cash advance to cover the expected costs of expenses incurred for those special events. The employee shall be responsible to submit his/her work-related expenses for verification in a timely manner.

12.7 Rental and Utility Rates

This Rental and Utility Rates Agreement includes all State departments.

A. Annually for the duration of the Agreement, each department may raise rental rates by a maximum of twenty-five percent (25%) of the rates in effect the effective date of this Agreement, until such rates reach fair market value. Employees must be notified no less than 30 days prior to any rent or utility rate increase.

B. Utilities:

   Utility charges for all types of State-owned employee housing, including trailers and/or trailer pads, may be increased by the State as follows:

   1. Where no utilities are being charged, the State shall impose such charges consistent with its costs at the fair market value.

   2. Where utilities are individually metered to State-owned housing units, the employee shall assume all responsibility for payment of such utility rates, and any increases imposed by the utility company.

   3. If the department determines the housing unit cannot be individually metered or if historic considerations, housing design or construction render all practical weatherization measures inappropriate or ineffective and resulting utility costs would be excessively high, a flat utility fee in accordance with the normal utility costs of similar size dwellings in the area will be paid by the employee.

C. When an employee vacates State-owned housing, the State may raise rents for such housing up to the fair market value.

D. The rental of State housing shall not ordinarily be a condition of employment. In any instance where the rental of State housing is made a condition of employment, the employee shall be charged ten percent (10%) less than the regular rate of rent. Chaplains who live on grounds shall receive the ten percent (10%) rent reduction.

E. Employees currently occupying State housing that have a legally binding lease with a fixed rental rate, will not have their rents or utility charges adjusted until allowed under the lease.

F. An employee who rents State housing may cash out accrued CTO up to a net amount equivalent to that month's rent and utility charges.

G. Nothing in this Agreement shall supersede any rights that may otherwise be guaranteed to employees under applicable tenant laws or applicable OSHA standards when employees are required to reside in State housing as a condition of employment.

H. Employee-tenants who have a complaint about the condition of the dwelling they rent may file a Housing Grievance through the following process:

1. Step 1

    a. The complaint shall be reduced to writing on a form provided by the State and submitted to the Chief of Plant Operations (CPO). Within fourteen (14) calendar days, the CPO or designee will investigate and respond to the matter in writing.

    b. If the tenant is not satisfied with the decision rendered at the first step, he/she may appeal the decision to the appointing authority or designee within fourteen (14) calendar days.

2. Step 2

    a. The department director or designee will review and respond to the matter within thirty (30) calendar days.

    b. If the tenant is not satisfied with the decision rendered at the second step, he/she may appeal the decision to the Director of the California Department of Human Resources within thirty (30) calendar days.

3. Step 3

    The Director of the California Department of Human Resources will review the decision rendered by the department and respond in writing to the grievant or his/her designated representative within thirty (30) calendar days.

I. The employee retains all rights to representation pursuant to the Ralph C. Dills Act throughout this process.

J. Employees renting State-owned housing occupy them at the discretion of the State employer. If the State decides to vacate a State-owned housing unit currently occupied by a State employee, it shall give the employee a minimum of 30 days notice.

K. With the exception of provisions G. and H. above, all provisions of this Agreement are subject to the grievance and arbitration procedures as stated in the Agreement between AFSCME and the State for Bargaining Unit 19.

L. A copy of this Rental and Utility Rates Agreement shall be attached to the lease or rental agreement entered into by the employee and the department.

Where an employee pays for a utility directly to the utility company, the State will not also levy an additional charge for use of that utility.

12.8 Transportation Incentives and Parking Rates

A. The State and AFSCME agree that the State shall encourage employees to use alternate means of transportation to commute to and from work in order to reduce traffic congestion and improve air quality.

B. Employees working in areas served by mass transit, including rail, bus, or other commercial transportation licensed for public conveyance shall be eligible for a 75 percent (75%) discount on public transit passes sold by State agencies up to a maximum of $65 per month. Employees who purchase public transit passes on their own shall be eligible for a 75 percent (75%) reimbursement up to a maximum of $65 per month. This shall not be considered compensation for purpose of retirement contributions. The State may establish and implement procedures and eligibility criteria for the administration of this benefit including required receipts and certification of expenses.

C. Employees riding in vanpools shall be eligible for a 75 percent (75%) reimbursement of the monthly fee up to a maximum of $65 per month. In lieu of the van pool rider reimbursement, the State shall provide $100 per month to each State employee who is the primary vanpool driver, meets the eligibility criteria, and complies with program procedures as developed by the State for primary van pool drivers. This shall not be considered compensation for purpose of retirement. A vanpool is defined as a group of seven or more people who commute together in a vehicle (State or non-State) specifically designed to carry an appropriate number of passengers. The State may establish and implement procedures and eligibility criteria for the administration of this benefit.

D. For the term of this Agreement, the parties agree that the State may increase parking rates in existing owned or wholly leased or administered lots, in urban congested areas, no more than twenty-five dollars ($25) per month above the current rate charged to employees in the specific locations where they park. Congested urban areas include Sacramento, San Francisco Bay, Fresno, Los Angeles, San Bernardino, Riverside and San Diego areas. Every effort shall be made to provide employees sixty (60) days but no less than thirty (30) days notice of parking rate increase. The State shall not increase rates for existing owned or administered parking lots where employees do not currently pay parking fees. Rates at new lots owned, administered or wholly leased by the State will be set at a level comparable to rates charged for similar lots in the area of the new lot, e.g. rates for open lots shall be compared to rates for open lots, rates for covered parking shall be compared for rates for covered parking. This Article does not apply to parking spaces leased in parking lots owned or administered by private vendors.

E. The State shall continue providing a system to employees where parking fees may be paid with pre-tax dollars.

F. Notwithstanding any other provision of this Contract, AFSCME agrees that the State may implement new policies or change existing ones in areas such as transit subsidies, vanpool/carpool incentives, walking/biking incentives, telecommuting programs and incentives, parking, parking fees, hours of work and other actions to meet the goals of transportation incentives. The State agrees to notice and meet and confer regarding the impact of such new or changed policies.

12.9 Professional Association Dues

A. The State agrees to reimburse employees in the following Pharmacist classifications for their membership in recognized professional associations up to a maximum of $100.00 annually.

Pharmacist I

Pharmaceutical Consultant I Pharmaceutical Consultant II

Inspector, Board of Pharmacy

Pharmacist I in DSH Safety Category

B. For all other BU 19 employees, a department may reimburse up to a maximum of $100.00 annually for a recognized professional association.

12.10 Chaplains' Required Denominational Conventions or Gatherings

Effective the first day of the pay period following ratification by the Legislature and AFSCME, Chaplains shall be reimbursed for the actual cost of required denominational or tribal conventions or gatherings, up to a maximum of $240.00 annually, plus associated per diem and travel expenses, consistent with the provisions of the Business and Travel rules, Article 12.1 (Business and Travel Expense) of this MOU, when attendance at such conventions or gatherings is required to maintain "good standing" in that Chaplain's denomination or faith group. The five (5) days allotted per fiscal year in Article 14.1 (Professional Education and Training) of this MOU may be used by the employee to attend such denominational conventions or gatherings. If the required denominational or tribal conventions or gatherings are held out-of-state, the travel must be approved to pursuant to Government Code Sections 11032 and 11033.

12.11 California Sex Offender Management Board (CASOMB) Initial Credentialing and Renewal Fees

A. The State agrees to reimburse psychologists and social workers employed by CDCR and assigned to DAPO who obtain provider credentialing from the California Sex Offender Management Board. Reimbursement shall be for the actual cost, not to exceed $180, of the initial credentialing as well as for the bi-annual renewal fees.

B. If the employee is working less than full time, the credentialing fee reimbursement shall be prorated.

12.12 DSS Licensing Program Analyst Travel Reimbursement Committee

A. The parties agree to establish a Committee to discuss concerns associated with mileage reimbursement for Licensing Programs Analysis who travel on official State business. The function of the Committee is to review and examine the mileage reimbursement rules and address issues of mutual concerns (e.g. hours of travel vs. hours of work, method of travel) in a problem solving context.

B. The Committee shall consist of eight (8) members, four (4) management members selected by management and four (4) union members selected by the union.

C. All committee members shall serve on the committee without loss of compensation. The state shall not incur any additional costs, including but not limited to, travel expenses as a result of attending the meetings.

D. Upon mutual agreement, subject matter experts may be invited to attend the meetings and contribute to the discussions without loss of compensation.

E. The Committee shall meet quarterly or more often as agreed to by the committee. Committee meeting may be cancelled or postponed at the request of either party and agreement of both. The first Committee meeting shall be scheduled within 90 days following full ratification and shall not extend beyond the term of this contract.

F. The Committee meetings shall not be considered contract negotiations and shall not be considered a substitute for the grievance procedure.

ARTICLE 13 – HEALTH AND SAFETY

13.1 Health and Safety

A. The State shall attempt to provide a safe and healthy workplace for State employees. AFSCME agrees that it shares responsibility for this effort, as do State employees.

B. Recognizing this responsibility, the parties agree that Union/Management Health and Safety Committees are appropriate in many areas of State employment. At the Union's request, each department shall establish at least one Union/Management Health and Safety Committee. Additional Union/Management Health and Safety Committees may be established as appropriate for the larger departments.

C. The Union/Management Health and Safety Committees may consist of no more than three representatives designated by the Union. The State may appoint an equal number of State representatives.

D. The Union/Management Health and Safety Committee shall meet at least quarterly for the purpose of discussing safety problems and recommending appropriate actions, making recommendations from time to time on the subjects of safety, safety promotion, and how to encourage employees to be more conscious of safety.

E. Employees appointed to serve on the Union/Management Health and Safety Committee shall serve without loss of compensation.

F. To the extent permitted by law, all copies of employee occupational injury reports will be furnished to the appropriate Union/Management Health and Safety Committee and remain confidential.

13.2 Protective Clothing

A. When the State requires protective clothing to be worn, the State shall provide the protective clothing. "Protective clothing" means attire that is worn over, or in place of, regular clothing and is necessary to protect the employee's clothing from damage or stains which would be present in the normal performance of their duties. Protective clothing provided pursuant to this Agreement is State-owned or leased property which will be maintained as the State deems necessary.

   1. Damaged protective clothing due to the negligence of the employee shall be replaced by the employee at his/her expense.

   2. When protective clothing is provided, the employee shall wear the protective clothing in accordance with instructions provided by the State.

B. Bargaining Unit 19 employees, who are required to wear a State-owned or leased-property protective vest will be provided a clean, laundered protective vest. Protective vests will be laundered weekly if shared/worn.

13.3 Employee Protections

A. The State agrees that, upon request of AFSCME, a special meeting of the Health and Safety Committee as provided under Section 13.1 will be held at each facility to review the safety procedures, equipment and materials relating to treating patients and clients with blood-borne diseases such as hepatitis or acquired immune deficiency syndrome.

B. The State agrees that the Health and Safety Committee at each institution, hospital, facility or worksite will review the public health procedures it utilizes in testing immunization, isolation and treatment for all wards, inmates, patients, clients or residents for the presence of other communicable diseases, such as tuberculosis, measles or mumps. The Health and Safety Committees may also discuss how Bargaining Unit 19 employees may be advised of the presence of communicable diseases at the institution, hospital or facility, or worksite and universal precautions.

C. The State agrees that in the event an employee is exposed to, or put at risk for contracting a communicable disease in the performance of his/her duties, the State will address the issues in accordance to departmental policies and procedures.

13.4 Personal Alarm Systems

A. Recognizing the importance of employee safety, the Departments of State Hospitals, Developmental Services, and Corrections and Rehabilitation will inform AFSCME annually as to the current systems in effect and progress in implementing systems where none currently exist.

B. The Health and Safety Committees, as established pursuant to Section 13.1, are the appropriate venues to discuss the need to explore emergency communication systems beyond existing parameters.

13.5 Replacement of Damaged Personal Clothing and/or Articles

A. An employee shall exercise reasonable choice in and care of their personal clothing and/or articles when attending to their assigned duties and responsibilities.

B. When an employee's personal clothing and/or articles, which are necessarily worn or used by the employee and required for work performed are damaged by wards, inmates, residents, or clients who are under the control of the State, so that said clothing and/or articles are unacceptable for public view, and the damage occurs through no wrongful act or neglect on the part of the employee, the State shall reimburse the employee for the clothing or article based on a reasonable fair market value of the item(s).

C. In accordance with established procedures, when requested by an employee, a department may pay the cost of replacing articles of clothing necessarily worn or carried when damaged in the line of duty without fault of the employee. If the clothes are damaged beyond repair, the department may pay the actual value of these items. The value of these items shall be determined at the time of the damage.

D. Damage due simply to normal wear during the course of work shall not be compensated by the State.

13.6 Smoke-Free Environment

Alleged violations of no-smoking policies shall be appealed through the formal complaint procedure and/or referred to appropriate Health and Safety Committees for resolution.

13.7 Workplace Violence Prevention

A. In order to provide a safe and healthy workplace for employees, the State agrees to implement “Workplace Violence Prevention” policies and program.

B. The State agrees to provide training and procedures for preventing workplace violence and the Union will encourage employees to use these procedures.

C. All departments who employ Bargaining Unit 19 employees shall have zero tolerance for workplace violence, both verbal and physical.

D. Each Department shall maintain a Workplace Violence Prevention program which shall include “bullying”. The departmental program shall be in writing and made available to all Bargaining Unit 19 employees.

13.8 Environmental and Ergonomic Health and Safety

A. The State agrees that it shall make a reasonable effort to assign Bargaining Unit 19 employees to worksites with proper ventilation, lighting, heat and air conditioning. AFSCME recognizes that in some circumstances this may not be feasible, and agrees to work with the State on reasonable alternative measures during these circumstances.

B. Upon request, the State shall provide instruction in the proper operation and adjustment of computer and workstation equipment. Both parties will encourage employees to properly use computer equipment. Upon request, the State shall provide a copy of the Computer User's Handbook.

C. On an individual, case-by-case basis, as deemed necessary, the State shall take action to make equipment available to an employee who uses a computer. Such equipment may include but not be limited to:

   1. Glare screens

   2. Document holders

3. Adjustable keyboard, computer tables and supports

4. Footrest and wrist-rests

5. Telephone headsets

6. Keyboards for laptop users

7. Wheeled accoutrements

13.9 On-The-Job Injury Reports

Within sixty (60) calendar days after the end of each calendar year, each State Department with Bargaining Unit 19 employees will provide AFSCME written reports of on-the-job injuries and illnesses of Bargaining Unit 19 employees in the Department, by facility, during the prior calendar year.

13.10 Protective and Safety Equipment

The State is committed to providing protective and safety equipment for the personal protections of its employees, taking into consideration the various work environments and the inherent risks of various job assignments. The State shall determine the protective and safety equipment, by employee classification and job assignment.

The Health and Safety Committees as established pursuant to Section 13.1, is the appropriate venue to discuss the acquisition of and/or use of protective and safety equipment.

13.11 Health and Safety Grievance

When an employee in good faith believes that he/she is being required to work where a clear and present danger exists, he/she will so notify his/her supervisor. The supervisor will immediately investigate the situation and either direct the employee to temporarily perform some other task or proclaim the situation safe and direct the employee to proceed with his/her assigned duties. If AFSCME or the employee still believes the unsafe condition exists, AFSCME or the employee may file a health and safety grievance.

A. Health and Safety Grievance – Step 2

1. If the grievant is not satisfied with the decision rendered by his/her supervisor, the grievant may appeal the decision within five (5) calendar days after receipt of the decision to a designated supervisor or manager identified by each department head as the second level of appeal. The grievance package shall be complete and include all prior communications, including, but not limited to, any attachments, examples, supervisor response and other correspondence, if applicable.

2. Within fourteen (14) calendar days after receipt of the appealed grievance, the person designated by the department head as the second level of appeal shall respond in writing to the grievance. The response shall include the original grievance package submitted. If the grievance was submitted by any representative other than AFSCME, a copy of the response and the grievance shall be provided to a designated AFSCME office.

B. Health and Safety Grievance – Step 3

1. If the grievant is not satisfied with the decision rendered pursuant to Step 2, the grievant may appeal the decision within five (5) calendar days after receipt to the California Department of Human Resources (CalHR). The grievance package shall be complete and include all prior communications, including, but not limited to, any attachments, examples, supervisor response and other correspondence, if applicable.

2. The Director or designee of the CalHR shall respond to the grievance in writing within fourteen (14) calendar days.

C. The arbitration shall take place no later than fourteen (14) days following AFSCME's request unless the parties mutually agree otherwise.

D. Arbitration shall be in accordance with Section 5.11 of this agreement, unless otherwise provided.

13.12 Joint Labor/Management Committee on Rental Vehicle Utilization

A. The Joint Labor/Management Committee (JLMC) will discuss concerns associated with department specific usage of rental vehicles by employees in BU 19 classifications who travel on official State business, in an effort to review and examine procedures that ensure accountability with State travel expenditures.

B. The JLMC shall consist of eight (8) members, four (4) management members selected by management and four (4) union members selected by the union.

C. Dates and times of meetings and agendas of the JLMCs shall be mutually determined by the members of the JLMC.

D. The JLMC meetings shall not be considered contract negotiations and shall not be considered a substitute for the grievance procedure. JLMC recommendations, if any, will be advisory in nature.

E. All committee members shall serve on the committee without loss of compensation. The state shall not incur any additional costs, including but not limited to, travel expenses as a result of attending the meetings.

ARTICLE 14 – EDUCATION AND TRAINING

14.1 Professional Education and Training

A. It is the intent of this Article to provide for the fair and equitable approval and/or disapproval of Bargaining Unit 19 non-mandatory training requests to the extent it is practical and within available training resources.

B. Professional education/training is designed to increase an employee's professional growth and job-related development, or to maintain good standing for chaplains, or to increase an employee's job proficiency. This training is not otherwise required by the department under mandatory training.

C. The State shall encourage such professional education/training by authorizing up to five (5) days for a total of 40 hours per fiscal year without loss of compensation for professional education and training. This professional education and training must be approved in advance by the department head or designee. Such time shall not be accumulated beyond the fiscal year.

D. The State shall consider requests for out-of-state travel for training purposes by Unit 19 employees. All out-of-state travel for training purposes must be approved pursuant to Government Code Sections 11032 and 11033.

E. Employees may request reimbursement for tuition and/or registration fees, cost of course-related books, transportation or mileage expenses, toll and parking fees, lodging and subsistence expenses, and all other related expenses for training authorized under this Article.

F. Approval for out-service training may be denied if the same or similar accredited training is available through in-service training.

G. Employees attending training under this Article shall remain on active payroll status. All benefits accruing under the provisions of this Agreement shall continue during attendance at such training.

H. All education and training requests for time and/or reimbursement should be submitted in writing and written departmental approval or reasons for denial shall be provided to the employee within ten (10) workdays of a request for time only and twenty (20) workdays for a reimbursement request.

I. When an employee's request for training is denied, the State will give consideration to this fact when reviewing the employee's next request for training. In any case this provision shall not decrease current practice.

J. The State will consider professional growth and development needs when determining training monies for non-required training. Upon request, the appointing authority shall make available, where feasible, to the Union information on training policies, practices, procedures for requesting, and status of current training funds.

K. Nothing in this article shall prevent the State from granting requests in excess of the above minimums or requests for items not herein addressed.

14.2 Leave for Required Continuing Education

A. Full-time employees in the classifications listed below will be entitled to paid educational leave to obtain continuing education units.

1. The leave time can be taken at the employee's discretion subject to the operational need of the department and reasonable advance notice.

   The five (5) days allotted per fiscal year in Section 14.1, may be used for travel time on the day prior to a conference and/or the day after a conference, subject to the operational need of the department and reasonable advance notice.

2. In-service training for which CEU credit is provided may be counted at the State's option towards the educational leave.

3. This leave is non-cumulative.

4. Part- time employees will receive a prorated leave according to the employee's time base.

CLASS	Paid Educational Leave Hours per Licensing Period
Pharmacist I (Class Code 7982, 7659)	30
Inspector, Board of Pharmacy (Class Code 8876)	30
Pharmaceutical Consultant I, DHS (Class Code 7975)	30
Pharmaceutical Consultant II, (Specialist) DHS (Class Code 7994)	30
Registered Dietitian (Class Code 2167, 2172, 9279)	75
Alcohol Treatment Counselor, Veterans Home (Class Code 9933)	30
Child Nutrition Consultant (Class Code 2160)	75
Public Health Nutrition Consultant (I, II, and III) (Class Code 2163, 2162, 2166)	75
Consulting Psychologist (Class Code 7620)	36
Consulting Psychologist, Victims of Crime (Class Code 7648)	36
Psychologist (Clinical) (Class Code 9849)	36

CLASS	Paid Educational Leave Hours per Licensing Period
Psychologist (Clinical – Correctional Facility) (Class Code 9283)	36
Psychologist (Educational) (Class Code 9835)	36
Psychologist (Health Facility – Clinical) (Class Code 9860, 9873, 9878)	36
Psychologist (Health Facility – Counseling) (Class Code 9838)	36
Psychologist (Health Facility -- Educational) (Class Code 9841, 9844)	36
Psychologist (Health Facility – Experimental) (Class Code 9833, 9834)	36
Psychologist (Health Facility – Social) (Class Code 9858, 9864)	36
Psychology Internship Director (Class Code 9842)	36
Psychology Internship Director (Correctional Facility) (Class Code 9354)	36
Senior Psychologist (Class Code 9840, Range A)	36
Senior Psychologist (Correctional Facility) (Class Code 9289, Range A)	36
Senior Psychologist (Health Facility – Specialist) (Class Code 9839)	36
Senior Psychologist (Correctional Facility – Specialist) (Class Code 9287)	36
Staff Psychologist (Clinical) (Class Code 9847)	36
Staff Psychologist (Clinical – Correctional Facility) (Class Code 9290)	36
Psychiatric Social Worker (Class Code 9870)	36
Occupational Therapist (All Classes) (Class Code 8288)	24
Occupational Therapist (Correctional Facility) (Class Code 9280)	24
Occupational Therapist (DSH and DDS) (Class Code 8204)	24

CLASS	Paid Educational Leave Hours per Licensing Period
Occupational Therapy Consultant (Class Code 8281)	24
Rehabilitation Therapist, State Facilities (Occupational) (Class Code 8289, 8323)	12
Recreational Therapist (All Classes) (Class Code 8312, 8324)	50
Recreational Therapist, Correctional Facility (Class Code 9286)	50
Senior Occupational Therapist (Class Code 8287)	12
Senior Occupational Therapist (Correctional Facility) (Class Code 9346)	12
Audiologist I (Class Code 8273)	24
Audiologist I, DSH and DDS (Class Code 8299)	12
Speech Pathologist I (Class Code 8279, 8309)	12
Speech Pathologist II (Class Code 8278)	12
Vocational Psychologist (Class Code 9853)	36
Clinical Social Worker (Health/Correctional) Safety (Class Code 9872)	36
Clinical Social Worker (Health Facility) (Class Code 9877)	36
Consulting Optometrist I, DHS (Class Code 7970)	50
Consulting Optometrist II, DHS (Class Code 7969)	50
Optometrist (Class Code 7971)	50
Hearing Conservation Specialist (Class Code 7974)	24
Physical Therapist (Class Code 8280, 9281, 8315, 8277, 9342)	30
Physician Assistant (Class Code 8016)	50

CLASS	Paid Educational Leave Hours per Licensing Period
Sexually Violent Predator Evaluator (Class Code 7621)	36

B. This Section may be modified during the life of this Agreement to reflect changes in licensing and/or certification requirements if mutually agreed to by the parties. Any such changes shall be incorporated into this Agreement.

C. Within available resources, the State shall endeavor to provide in-service training for continuing education (CEU) and other education and training necessary to maintain a State job-related license, registration or credential.

D. Continuing education leave may be used for required courses taken online.

E. Reimbursement for Required Continuing Education Units (CEU)

The State agrees to reimburse up to $500 per fiscal year for tuition and/or fees, cost of course related books, and training materials, transportation or mileage expenses, toll and parking fees, lodging and subsistence expenses, and all other related expenses for courses directly related to maintaining licensure. Out-of-State travel for CEU must be approved pursuant to Government Codes Sections 11032 and 11033.

14.3 Career Development

At the request of the employee, the State may approve a program to involve employee participation in a formal educational curriculum for credential, certification or advanced degree when the employee would otherwise be scheduled to work up to twenty (20) hours per week without loss of compensation.

This program shall be limited to a formal educational curriculum for a credential, certification or advanced degree that benefits the State in classifications that are difficult to hire and retain at either a specified work location or throughout the classification. Once the participating employee has successfully completed the formal education curriculum, he/she shall be appointed to a position in the targeted classification, upon establishing eligibility for appointment.

An employee who is approved to participate in this program shall commit to work for the sponsoring department in the new classification for a period of time, at least as long as the State’s commitment of time.

14.4 Licensing and Certification

A. Bargaining Unit 19 employees required to obtain a license and/or certification as a condition of employment and participate in examinations administered during the employee's regularly scheduled work hours shall have the option of using vacation, CTO, PLP, furlough, holiday credit or dock on the day of the scheduled examination. Current policies for requesting time off shall be followed. BU 19 employees shall submit verification of scheduled exam with time off request

    1. The BU 19 employee will be allowed to request the actual time off needed for travel and exam, up to their one full scheduled work day, of personal accrued time. The employee's time will be restored if they pass the examination. The BU 19 employee shall submit a timesheet correction with verification of passing the examination for time restoration.

    2. In the event the employee does not successfully pass the examination, the employee will not be eligible for restoration of time taken for that day.

B. It is the intent of the State to work out an agreement with appropriate licensing boards to provide for timely verification of licensing renewal by Bargaining Unit 19 employees. This issue shall be referred to the Labor/Management Committee for resolution. It shall be the responsibility of each employee to ensure they maintain a valid and current license. This means that it is the employee's responsibility to assure that a renewal is submitted far enough in advance so that management can be reasonably assured employees are working with a valid license. Until the State has worked out an agreement with the appropriate licensing boards to provide timely verification of appropriate license renewal, the State shall accept online verification from the licensing board, a copy of a check status report, or money order which the employee states was mailed to the appropriate licensing board.

14.5 Training Records

The State and AFSCME agree that it is the shared responsibility of the departments and employees to maintain records of training provided by the State.

Upon request, Departments shall provide an employee with written verification or certification of completion for any in-house training courses successfully completed by the employee. The request shall be made prior to or during participation in the course.

14.6 Chaplains Annual Training

Chaplains shall be granted state time when required to attend the state sponsored Annual Chaplains Training.

ARTICLE 15 – PERSONNEL ACTIVITIES

15.1 Adverse Action

A. The State and AFSCME agree that the cause or causes for an adverse action taken by management, the notice to an employee affected by an adverse action, and the affected employee's appeal rights shall conform to the statutes governing adverse actions.

B. Adverse actions and alleged violations of notice and due process rights shall not be grievable under the grievance procedure contained in Article 5 of this Agreement, but shall be appealed to the State Personnel Board through the procedure specified by the Personnel Board.

C. An adverse action, other than termination, may be retained in an employee's official personnel file for up to three (3) years unless a shorter duration is stipulated by agreement. This does not apply to actions which have occurred during the intervening three (3) years.

15.2 Disciplinary Representation

Upon request, an employee may be accompanied by an AFSCME representative at a meeting with his/her superiors held with a significant purpose to investigate facts to support adverse action pursuant to Robinson v. State Personnel Board, the U.S. Supreme Court case in NLRB v. Weingarten, and final cases interpreting these decisions. AFSCME will provide a representative within a reasonable time, based on the circumstances of the meeting. "Adverse action" shall be defined as dismissal, demotion, reduction of pay, suspension without pay, or adverse action as defined by the State Personnel Board.

15.3 Out Of Class

A. Notwithstanding Government Code Sections 905.2, 19818.8, 19818.6, and 19823, an employee may be required to perform work other than that described in the specification for his/her classification for up to 120 consecutive calendar days during any 12 month period. An employee may be assigned to work out of class for more than 120 consecutive days only with the approval of the California Department of Human Resources (CalHR). Out-of-class work is defined as, more than 50 percent of the time, performing the full range of duties and responsibilities allocated to an existing class and not allocated to the class in which the person has a current, legal appointment.

B. If a department head or designee requires an employee to work in a higher classification for more than two consecutive weeks, the employee shall receive the rate of pay, pursuant to the Department Regulation 599.673, 599.674 or 599.676, the employee would have received if appointed to the higher class for the entire duration of the assignment. The out of class compensation shall not be considered as part of the base pay in computing the promotional step in the higher class. Compensation for out-of-class work shall not exceed one year.

C. If an employee believes that he/she has been assigned out-of-class duties, he/she may file an out-of-class grievance within thirty (30) days of the out-of-class assignments completion.

D. No employee may be compensated for more than one (1) year of out-of-class work for any single approved out-of-class assignment.

E. The State shall not rotate employees in and out of out-of-class assignments for the sole purpose of avoiding payment of an out-of-class compensation.

F. If any dispute arises about out-of-class work or other allegation of performing duties not assigned to an employee's class, the employee or group of employees shall seek a review of the dispute by filing a contract grievance. The decision reached by CalHR at Step 3 of the grievance procedures shall be final and binding upon the parties and the Union and shall be appealable to Superior Court pursuant to Code of Civil Procedures Section 1286.2 only. Out-of-class claims shall not be filed with the Board of Control. A grievance granted under this Article shall not be compensated retroactively for a period greater than one (1) year preceding the filing of the grievance.

15.4 Classification Changes

A. When the State desires to establish a new classification or modify an existing classification, or eliminate one that is in Bargaining Unit 19, the State shall notify AFSCME in writing at least thirty (30) calendar days prior to the State's requesting State Personnel Board action.

B. If AFSCME requests within seven (7) calendar days of the notice, the State shall meet with AFSCME to discuss the proposed class specification. If AFSCME does not respond to the classification notice, the classification proposal shall be deemed agreeable to AFSCME and placed on the State Personnel Board's consent calendar.

C. The State shall meet and confer, if requested, within seven (7) calendar days from the date State Personnel Board approved the classification change, regarding only the compensation provisions of the classification.

D. Neither the classification nor the salary shall be subject to the grievance and arbitration procedure in Article 5.

15.5 Unit Assignment of New Classifications

At such time that the State Personnel Board creates a new civil service class in State employment, the State shall mail a notice to AFSCME of the unit assignment, if any, of such class. AFSCME shall have thirty (30) calendar days after mailing of such notice to protest the State's unit assignment. If AFSCME elects to protest, the State shall meet and confer with AFSCME in an effort to reach agreement on the unit assignment for the class. If the parties are unable to reach agreement, the dispute shall be submitted to the Public Employment Relations Board for resolution. If AFSCME does not protest the unit assignment within the thirty (30) day notice period, the unit assignment of the new class shall be deemed agreeable to the parties and the Public Employment Relations Board shall be so advised.

15.6 Incompatible Activities

A. A State officer or employee shall not engage in any employment, activity, or enterprise which is clearly inconsistent, incompatible, in conflict with, or inimical to his or her duties as a State officer or employee or with the duties, functions or responsibilities of his or her appointing power or the agency by which he or she is employed.

   1. Each appointing power shall determine, subject to approval of the Departments, those activities which, for employees under his or her jurisdiction, are inconsistent, incompatible or in conflict with their duties as State officers or employees. Consideration shall be given to employment, activity or enterprise which:

      a. Involves the use for private gain or advantage of State time, facilities, equipment and supplies; or the badge, uniform, prestige or influence of one's State office or employment, or

      b. Involves receipt or acceptance by the officer or employee of any money or other consideration from anyone other than the State for the performance of an act which the officer or employee, if not performing such act, would be required or expected to render in the regular course or hours of his or her State employment or as a part of his or her duties as a State officer or employee, or

      c. Involves the performance of an act in other than his or her capacity as a State officer or employee which act may later be subject directly or indirectly to the control, inspection, review, audit or enforcement by such officer or employee or the agency by which he or she is employed, or

      d. Involves such time demands as would render performance of his or her duties as a State officer or employee less efficient.

2. Each State officer and employee shall, during his or her hours of duty as a State officer or employee and subject to such other laws, rules or regulations as pertain thereto, devote his or her full time, attention and efforts to his or her State office or employment.

3. The department may adopt rules governing the application of this section. Such rules may include provision for notice to employees prior to the determination of proscribed activities and for appeal by employees from such a determination and from its application to an employee.

B. Thirty (30) days prior to adoption, the State will notify AFSCME and affected employees of changes to existing incompatible activity Statements, if such changes impact on Bargaining Unit 19 members. Upon request, the State agrees to meet with AFSCME to discuss these changes.

C. AFSCME recognizes that the determination of incompatible activities is a matter of public policy and that disputes over the application of the incompatible activities Statement may only be grieved up to the second step of the grievance procedure which shall be the final level of review.

15.7 Performance Appraisal

The performance appraisal system of each department shall include annual written performance appraisals for employees. Such performance appraisals shall be completed at least once each twelve (12) calendar months after an employee completes the probationary period for the class in which he/she is serving. When a performance appraisal results in any "improvement needed" rating, the employee may grieve the evaluation up to and including the second step of the grievance procedure.

15.8 Official Departmental Personnel File

A. There shall only be one official personnel file. An employee's official departmental personnel file shall be maintained for Bargaining Unit 19 employees at a location identified by each department head or designee. Personnel files shall be maintained in a confidential manner. Access to personnel files shall only be in the course of official business.

B. An employee or his/her representative, if properly authorized by the employee, may review his/her personnel file during regular personnel office hours with appropriate prior notice. An employee may be excused, at the discretion of his/her supervisor, for a reasonable period of time to review his/her official personnel file. The official personnel file may not be removed from the personnel office unless approved by the department head or designee.

C. Where the official personnel file is in a location remote from the employee's work location, arrangements may be made to have a copy of the file sent (e.g., mail, electronic, or fax), , to a location specified in writing by the employee.

D. Copies of written reprimands or memoranda pertaining to an employee's performance which are to be placed in the employee's personnel file shall be given to the employee at or near the time of placement, or if the employee is not available, shall be mailed to the employee's last known home address.

E. The State shall provide an opportunity for the employee to respond in writing to any information which is in the employee's personnel file about which he/she disagrees. Such responses shall become a part of the employee's personnel record so long as the initial article remains in the file. The employee shall be responsible for providing the written responses to be included as part of the employee's permanent personnel record.

F. This Section does not apply to the records of an employee relating to the investigation of a possible criminal offense, medical records and information or letters of reference.

G. Counseling memos, letters of instruction and work improvement memos shall contain an expiration date, not to exceed one year, at which time the employee may request the removal. When requested, the material referenced above shall be removed and given to the employee. An adverse action, other than termination, may be retained in an employee's official personnel file for up to three (3) years unless a shorter duration is stipulated by agreement. This does not apply to actions which have occurred during the intervening three (3) year period.

H. The electronic employment history will not be available to an immediate/hiring supervisor at the Departmental level without authorization from the employee. This section is not applicable to documentation used in a personnel actions or grievances.

15.9 Transfers

A. Voluntary Transfer:

1. The parties recognize the desirability of permitting a permanent employee to transfer within their current department and classification to another location which the employee deems to be more desirable. To this end, permanent full-time BU 19 employees may apply for an Employee Voluntary Transfer to a position at another location within their current department. Current department employees who have applied for transfer to a vacant position in their class shall be considered before hiring a new department employee. In the event this consideration does not result in a successful voluntary transfer for the current employee, a written explanation of the reason(s) for the denial of the transfer request must be provided to the employee by the Human Resource Office or department designee within 30-calendar days of the employee being informed of the final decision.

B. Involuntary Transfer:

1. An involuntary transfer which reasonably requires an employee to change their residence may be grieved under Article 5 only if the employee believes it was made for the purpose of harassing or disciplining the employee. If the appointing authority or the California Department of Human Resources disapproves the transfer, the employee shall be returned to their former position; shall be paid the regular travel allowance for the period of time the employee was away from their original headquarters; and the employees moving costs both from and back to the original headquarters shall be paid in accordance with the California Department of Human Resources laws and rules.

2. An appeal of an involuntary transfer which does not reasonably require an employee to change their residence shall not be subject to the grievance and arbitration procedure. It shall be subject to the complaint procedure if the employee believes it was made for the purpose of harassing or disciplining the employee.

C. Hardship Transfer:

1. The State and AFSCME recognize the importance of hardship transfers as a way of dealing with work and family issues. An employee experiencing a verifiable hardship, such as domestic violence, mandatory job transfer of a spouse or domestic partner as defined in Family Code Section 297, family illness, serious health condition, injury or death of family members, may request a transfer to another geographic area to mitigate the hardship.

2. The State shall endeavor to reassign the employee to a comparable position in the requested geographic area.

3. Transfers under this section shall be considered voluntary and only occurs intradepartmental.

4. A department shall provide in writing the reason(s) for the inability to grant the transfer within 30 calendar days and no later than 60 calendar days after receiving a written request.

5. This section (C) is not subject to the grievance and arbitration procedure of this Contract.

15.10 Reasonable Accommodation

A. In accordance with the applicable Federal and State laws and the California Department of Human Resources policy, the State agrees to make reasonable accommodation upon request for the known physical and/or mental limitations of an otherwise qualified employee with a disability. Such efforts shall include the types of reasonable accommodation specified by the California Department of Human Resources and the applicable Federal and State laws.

B. Alleged violations of this Section shall not be grievable under the grievance procedure contained in Article 5 of this Agreement. An employee may file a complaint through the State Personnel Board appeal procedure when the Reasonable Accommodation is denied or when an effective accommodation has not been provided.

C. The State recognizes the rights of employees regarding reasonable accommodation. In recognition of these rights, copies of departmental Reasonable Accommodation policies and State Personnel Board Appeal procedures, if available, regarding reasonable accommodation shall be made available by the State for Bargaining Unit 19 employees at each worksite.

15.11 Additional Duties

When Bargaining Unit 19 employees are assigned duties other than those typical of their classification, and when the assignment of those duties interferes with the employees' ability to perform the primary duties of their classification, the time taken to perform the additional duties shall be taken into consideration when assessing the employees' ability to perform the duties associated with their primary workload. When an employee is granted such consideration under this section the employee shall not be subjected to a negative performance appraisal or other personnel action because of this assignment.

15.12 Requests for Reinstatement After AWOL Separation

A. An employee may be separated pursuant to California Government Code Section 19996.2 (the AWOL statute) if he/she is absent for five (5) consecutive workdays without leave to be absent. An employee separated pursuant to the AWOL statute shall be afforded an opportunity for a Coleman hearing by his/her appointing power within five (5) working days after notice of the separation.

B. AWOL hearings shall be conducted by California Department of Human Resources pursuant to Government Code Section 19996.2. The hearing officer shall have the discretion to award back pay. Once adopted by the California Department of Human Resources, the hearing officer's decision with respect to back pay shall be final and is neither grievable nor arbitrable under any provision of this Contract, nor may it otherwise be appealed to a court of competent jurisdiction. This provision does not alter or affect the right to bring a legal challenge or appeal of the aspects of the hearing officer's decision as provided by law. This does not otherwise limit or expand any other authority of the hearing officer under Government Code Section 19996.2.

15.13 Administrative Procedures Act

The Administrative Procedure Act (Chapter 3.5 [commencing with Section 11340] of Part 1 of Division 3) shall not apply to any agreements, orders, standards of general application, or any other directives or guidance entered into or issued by the department concerning matters that are within the scope of collective bargaining as defined by Section 3516. This section shall not in any way diminish the State's obligation to meet and confer with recognized employee organizations regarding matters within the scope of bargaining as defined by Section 3516.

15.14 Broadbanding

A. The State shall not establish a broadband class pursuant to Government Code Section 18523 without mutual agreement between the California Department of Human Resources and AFSCME.

B. Broadband classes are classifications with the same general title may be used to designate each position allocated to the class and which may include more than one level or more than one specialty area within the same general field or work. In addition to the minimum qualifications for each broadband class, other job related qualifications may be required for particular positions within the class. When a broadband class is established, these levels and specialty areas shall be described in the class specification, and any instances in which these levels and specialty areas are to be treated as separate classes for the purposes of applying other provisions of law.

15.15 Union Initiated Classification Discussions

A. The State shall continue a Joint Labor Management Committee consisting of three (3) representatives from AFSCME and three (3) representatives from management to explore four (4) bargaining unit class specifications or specification series. AFSCME representatives on the committee shall serve without loss of compensation.

B. The State and AFSCME mutually agree the committee will focus solely on the class definition, typical tasks, and minimum qualifications of the class specification. The parties also agree the classification committee shall not be used as a forum for discussion of salary-related issues. AFSCME may initiate discussions on classifications to be addressed by the committee by providing to the State relevant data and justification that indicate changes may be needed in the specification or specification series.

C. The Joint Labor Management Committee may complete two (2) classification reviews in the same time period. It is the intent of the parties to complete the classification reviews prior to the expiration of this contract; however, the primary goal of each committee is to ensure the review undertaken results in an accurate classification specification.

D. The State and AFSCME recognize that classification proposals reflecting recommendations developed by the committee require approval by the California Department of Human Resources and the State Personnel Board.

This section is not subject to the grievance and arbitration procedure of this agreement.

15.16 Administrative Representation in Board Complaints

A. Bargaining Unit 19 employees who are or become subjects of professional licensing or registration board investigations generated by a complaint filed by or on behalf of an individual they have encountered in the normal course of the employee's duties should contact the Department's Employee or Labor Relations Office. The Employee or Labor Relations Office will facilitate communication between the employee and the Department's Legal Affairs Office.

B. Consistent with Government Code Section 995 et seq., the State may provide for the defense of an administrative proceeding brought against an employee or former employee.

C. This section is not subject to the grievance and arbitration procedure.

15.17 Process for Determination of Appropriate Work Week Group

AFSCME will provide the California Department of Human Resources with information which supports their claim that specific classifications should be reviewed in order to validate the appropriate work week Group (WWG) designation. The California Department of Human Resources agrees to meet with AFSCME to discuss the information submitted and any findings.

15.18 Administrative Investigations

When a Bargaining Unit 19 employee is the subject of an Administrative investigation, the employee will be notified of the investigation and the nature of the investigation. Departments shall endeavor to complete investigations within one (1) year. However, whenever a Department is conducting an Administrative investigation which necessitates surveillance, obtaining a search warrant, undercover operations, or a "sting", the employer need not inform the employee of the written complaint until the investigation is completed.

All employees are subject to search and seizure when on institutional/facility grounds. California Department of Corrections and Rehabilitation, Department of Development Services, and Department of State Hospitals agree that only duly sworn peace officers may conduct searches of persons represented by AFSCME.

ARTICLE 16 - LAYOFF AND DISPLACEMENT

16.1 Layoff and Reemployment

A. **Application**. Whenever it is necessary because of lack of work or funds, or whenever it is advisable in the interest of economy to reduce the number of permanent and/or probationary employees (hereinafter known as "employees") in any State agency, the State may lay off employees pursuant to this Article.

B. **Order of Layoff**. Employees shall be laid off in order of seniority pursuant to Government Code Sections 19997.2 through 19997.7 and applicable State Personnel Board (SPB) rules and California Department of Human Resources (CalHR) regulations. Government Code Section 19997.3(b) shall not be used in the layoff process.

C. **Notice**. Employees compensated on a monthly basis shall be notified 30 calendar days in advance of the effective date of layoff. Where notices are mailed, the thirty (30) calendar day time period will begin to run on the date of mailing of the notice. Notice of the layoff shall be sent to AFSCME.

D. **Transfer or Demotion in Lieu of Layoff**. The State may offer affected employees a transfer or a demotion in lieu of layoff pursuant to Government Code Sections 19997.8 through 19997.10 and applicable CalHR rules. If an employee refuses a transfer or demotion, the employee shall be laid off.

E. **Reemployment**. In accordance with Government Code Sections 19997.11 and 19997.12, the State shall establish a reemployment list by class for all employees who are laid off. Such lists shall take precedence over all other types of employment lists for the classes in which employees were laid off. Employees shall be certified from departmental or subdivisional reemployment lists in accordance with Section 19056 of the Government Code.

F. **State Service Credit for Layoff Purposes**. In determining seniority scores, one point shall be allowed for each qualifying monthly pay period of full-time State service regardless of when such service occurred. A pay period in which a full-time employee works eleven or more days will be considered a qualifying pay period except that when an absence from State service resulting from a temporary or permanent separation for more than eleven consecutive working days falls between two consecutive qualifying pay periods, the second pay period shall be disqualified.

G. Any dispute regarding the interpretation or application of any portion of this layoff provision shall be resolved solely through the procedures established in Government Code Section 19997.14. The hearing officer's decision shall be final and upon its issuance the California Department of Human Resources (CalHR) shall adopt the hearing officer's decision as its own. In the event that either the employee(s) or appointing power seeks judicial review of the decision pursuant to Government Code Section 19815.8, CalHR, in responding thereto, shall not be precluded from making arguments of fact or law that are contrary to those set forth in the decision.

16.2 Alternatives to Layoff

A. The State may reduce the number of hours an employee works as an alternative to layoff. Prior to any implementation of such alternative, the State will notice and meet and confer with the Union to gain its concurrence on the usage of this alternative.

B. The State shall endeavor to provide voluntary reduced work time and job sharing opportunities, to permit voluntary unpaid leaves of absence, to utilize a statewide area of layoff, to encourage voluntary transfers in lieu of layoff, to integrate part-time employees into the full-time employee layoff lists, and to establish a State restriction of appointments program.

C. Employees who have had their hours of work reduced pursuant to this Section shall receive a proportionate reduction in salary, retirement credits, sick leave accrual, vacation leave accrual, holiday pay and seniority. Employees shall continue to receive the full State contribution to health, dental and vision plans as provided in Section 10.1 of this Agreement.

16.3 Displacement

In the event the State employer decides to contract work outside of civil service, it will do so in accordance with State Personnel Board guidelines. If the decision to contract out would displace any Bargaining Unit 19 employee(s), AFSCME will be notified. If requested, the State employer will meet and confer over the impact of contracting out on terms and conditions of employment.

ARTICLE 17 – MISCELLANEOUS

17.1 Rehabilitation Production Goals

A. AFSCME shall be notified prior to the Department of Rehabilitation establishing new Statewide production goals or substantially modifying existing goals for Vocational Rehabilitation Counselors or Vocational Psychologists. The Department, at the request of the Union, shall meet and discuss the implementation of such goals. The Department will give full consideration to ideas, concerns and proposals made by AFSCME.

B. AFSCME recognizes the Department's right to evaluate counselor performance and the evaluation method.

C. AFSCME and the Department of Rehabilitation acknowledge that each supervisor shall meet with each of his/her counselors to establish a reasonable goal expectation each year. Such a meeting will consider but not be limited to the following factors: type of caseload, local economic conditions, availability of resources, and referral sources for the counselor and supervisor to project a reasonable goal expectation. A projected goal expectation shall not be considered a performance standard.

17.2 Drug Testing Of Commercial Driver License Holders

The California Department of Human Resources (CalHR) policy shall cover Bargaining Unit 19 employees. The State shall notify all affected Bargaining Unit 19 employees of the application of the policy, and where the policy is located on the CalHR website.

A. If an affected Fair Labor Standards Act (FLSA) covered Bargaining Unit 19 employee is held after his or her shift for a drug test, all time the employee is held shall be considered work time, and shall be subject to overtime compensation in accordance with the Bargaining Unit 19 Agreement and the FLSA.

B. If the CalHR policy is amended, the State shall notify all affected Bargaining Unit 19 employees within thirty (30) days of the change.

C. In the event of a change in the applicable laws that requires significant revision or amendment of the CalHR policy, the State shall notify AFSCME of the change, and meet with AFSCME regarding the change and the impact on Bargaining Unit 19 employees.

17.3 Medical Staff Membership and By-Laws

A. The parties recognize the provisions of Health and Safety Code Section 1316.5 as contained in Appendix A of the Agreement.

B. Each appointing authority employing Psychologists and Physician Assistants shall provide to AFSCME annually a copy of the Medical Staff By-Laws in effect at each health facility.

C. Where there is an organized medical staff there shall be Medical Staff By-Laws.

D. The provisions of this section and Appendix A shall not be grievable or arbitrable.

17.4 Telecommute/Telework Program

The State and AFSCME recognize that telework is a viable work option that can benefit employees, managers, and customers of the state of California when appropriately planned and managed.

A. Telework is defined as performing work one (1) or more days per pay period away from the worksite to which the employee is normally assigned. The telework locations and work hours shall be pre-approved pursuant to the telework policy and guidelines.

B. Departments shall establish a telework program. If the telework arrangement conforms to telework criteria established in the telework policy and guidelines, no employee’s request for telework shall be unreasonably denied. Upon request by the employee, a response of the decision shall be given in writing within 30 calendar days of the request.

C. Formal written telework or telecommuting policies and programs already adopted by departments before the date of this Contract will remain in effect until superseded and AFSCME is provided notice in accordance with Article 19.. Upon the request of AFSCME, the departments will provide a copy of their formal written telework policy.

D. This section of the contract shall be grievable up to the California Department of Human Resources level.

17.5 Professional Judgment

Clinicians shall not be required to practice in any manner which places their professional license(s) or certification in jeopardy.

In accordance with departmental policy, Chaplains shall not be required to practice in any manner that violates their religious principles or jeopardizes their denominational good standing.

Within 90-days following full ratification of this agreement, CalHR and AFSCME will form a committee to discuss professional judgment issues during the term of the contract.

Professional judgment issues may be the subject of a complaint.

17.6 Workspace

A. The workspace of a permanent full-time Bargaining Unit 19 employee may include a location(s) where confidential communications may be performed in the conduct of the employee's duties. When existing workspace relocation occurs at the direction of the department and a confidential work area or alternate confidential location will not be made available to the employee, AFSCME will be notified.

B. When a workspace relocation takes place at the direction of the department, the department shall endeavor to provide a minimum 14 calendar day notice. This section is not applicable in a workspace relocation related to a health and safety issue, informal and/or formal investigations, or when an employee is on a leave of absence (e.g., Military Leave, Pregnancy/Parental Leave, Long-Term Sick Leave).

17.7 Tools and Resources

Bargaining Unit 19 employees shall have access to the tools, equipment, and resources Management deems necessary to perform their assigned duties.

This provision is not subject to the grievance and arbitration procedure.

17.8 Essential Religious Items

A. When available, with management approval and in accordance with institutional policy and procedures, donated items will be permitted.

B. In accordance with Departmental Policy and Operating procedures, Chaplains may be provided the necessary religious articles and artifacts to perform their job duties.

17.9 Confidential Communicaiton

The State and AFSCME understand and respect the importance of patient/client confidentiality.

A. When feasible, management will make a reasonable effort to provide a space for confidential phone or in-person communication, based on building and/or office space limitations or operational restrictions.

B. Consistent with department telework policy and procedures, employees conducting confidential work in the field may be allowed to complete said work from an approved telework or field location when feasible.

This article is not subject to the grievance/arbitration process.

ARTICLE 18 - CONTRACTING OUT

18.1 – Contracting Out

A. Purpose

The purpose of this section is to guarantee that the State does not incur unnecessary, additional costs by contracting out work appropriately performed at less expense to the State by Bargaining Unit 19 employees, consistent with the terms of this section. In achieving this purpose the parties do not intend this section to expand the State's ability to contract out for personal services. The parties agree that this section shall not be interpreted or applied in a manner which results in a disruption of services provided by state departments.

B. Policy Regarding Personal Services Contracts and Cost Savings

Except in extremely unusual or urgent, time-limited circumstances, or under other circumstances where contracting out is recognized or required by law, Federal mandate, or court decisions/orders, the State must make every effort to hire, utilize and retain Bargaining Unit 19 employees before resorting to the use of private contractors. Contracting may also occur for reasons other than cost savings as recognized or required by law, Federal mandate, or court decisions/orders.

C. Information Regarding Contracts To Be Let

1. Departments will provide AFSCME's designated representative with copies of Requests for Proposals (RFPs) and Invitations for Bid (IFBs) for personal services contracts when released for publication if they call for services found in Bargaining Unit 19 class specifications.

2. To the extent that a department is preparing to enter into a contract (or amend a contract) and it does not require an RFP or IFB, the department shall provide AFSCME's designated representative with a copy of the Standard Form 215 (or its departmental equivalent) if and when the Form 215 is completed (but no less than five (5) calendar days thereafter) provided the contract is or will be for services found in Bargaining Unit 19 class specifications. If the Form 215 contains confidential or proprietary information, it shall be redacted as discussed below in subsection D (2).

3. The purpose of this subsection (C) is to provide AFSCME with notice and an opportunity to present alternatives which mitigate or avoid the need for contracting out, while still satisfying the needs of the State to provide services. Directors (or their designee) shall therefore meet with AFSCME for this purpose, if requested by AFSCME.

D. Displacement Avoidance

1. The objective of this subsection is to ensure that Bargaining Unit 19 employees have preference over contract employees consistent with, but not limited to the following principles.

   (a) The duties at issue are consistent with the Bargaining Unit 19 employee's classification;

   (b) The Bargaining Unit 19 employee is qualified to perform the job; and,

   (c) There is no disruption in services.

   Nothing in this section shall be interpreted or applied in such a manner as to interfere with Federal or State court, and/or recover the authority of the Federal or State court or the authority of the special masters.

E. Court Orders

Nothing in this section shall be interpreted or applied in such a manner as to interfere with Federal or State court orders, the authority of the Federal or State court or the authority of the special masters and/or receiver.

F. Relationship Between This Section And Related Statutes

The State is mindful of the constitutional and statutory obligations (e.g., Govt. Code §19130) as it pertains to restriction on contracting out. Thus, nothing in this section is intended to interfere with pursuit of remedies for violation of these obligations as provided by law (e.g., Public Contract Code § 10337).

ARTICLE 19 - GENERAL PROVISIONS

19.1 Entire Agreement

A. This Agreement sets forth the full and entire understanding of the parties regarding the matters contained herein, and any other prior or existing understanding or agreements by the parties, whether formal or informal, written or oral, regarding any such matters are hereby superseded. Except as provided in this Agreement, it is agreed and understood that each party to this Agreement clearly, unmistakably, and voluntarily waives its rights to negotiate with respect to any matter which is specifically covered in this Agreement for the duration of the Agreement. With respect to other matters within the scope of negotiations, negotiations may be required as provided in subsection B, below

B. The parties agree that the provisions of this subsection shall apply only to matters which are not covered in this Agreement. The parties recognize that during the term of Agreement it may be necessary for the State to make changes in rules which are within the scope of negotiations. Where the State finds it necessary to make changes, the State shall notify AFSCME of the proposed change 30 days prior to its proposed implementation and the State shall undertake negotiations regarding the impact of such changes on the employees in Bargaining Unit 19 when all three of the following exist:

   1. Where such change would affect the working conditions of a significant number of employees in Bargaining Unit 19;

   2. Where the subject matter of the change is within the scope of representation pursuant to the Ralph C. Dills Act; and

   3. Where the Union requests to negotiate with the State.

C. Any agreement resulting from such impact negotiations shall be executed in writing and shall become an addendum to this contract, upon approval of the Union and the California Department of Human Resources. If the parties are in disagreement as to whether a proposed change is subject to this Subsection, such disagreement may be submitted to the arbitration procedure for resolution. The arbitrator's decision shall be binding. In the event negotiations on the proposed change are undertaken, any impasse which arises may be submitted to mediation pursuant to the provisions of the Ralph C. Dills Act.

19.2 Saving Clause

Should any provision of this Agreement be found unlawful by a court of competent jurisdiction, the remainder of the Agreement shall continue in force. Upon issuance of such a decision, the parties shall meet as soon as practicable to attempt to renegotiate the invalidated provision(s).

19.3 No Strike Clause

A. During the term of this Agreement, neither AFSCME nor its agents nor any Bargaining Unit 19 employee, for any reason, will authorize, institute, aid, condone, or engage in a work slowdown, work stoppage, strike or any other interference with the work and statutory functions or obligations of the State.

B. AFSCME agrees to notify all of its officers, stewards, and staff of their obligation and responsibility for maintaining compliance with this Section, including the responsibility to remain at work during any interruption which may be caused or initiated by others, and to encourage employees violating this Section to return to work.

C. The State may discharge, suspend, demote or otherwise discipline any employee who violates this Section. Nothing contained herein shall preclude the State from obtaining judicial restraint and damages in the event of a violation of this Section.

19.4 No Lockout

No lockout of employees shall be instituted by the State during the term of this Agreement.

19.5 Discrimination Complaint

A. The State and AFSCME agree that neither party will discriminate and/or harass against any employee consistent with federal and state employment laws.

B. At the employee's discretion, allegations of discrimination and harassment may be pursued with the State Personnel Board's complaint procedure specified by the Board, and/or to the Department of Fair Employment and Housing (DFEH) and/or the Federal Equal Employment Opportunity Commission (EEOC).

C. Employees filing complaints of discrimination will be allowed assistance from AFSCME stewards for the purposes of preparation of a Complaint of Discrimination. Stewards will be allowed reasonable time off for this purpose without loss of compensation, subject to prior notification and approval by the stewards immediate supervisor.

D. This Section is not subject to the grievance and arbitration procedure.

19.6 Labor/Management Committee

A. To facilitate communications between the parties and to promote a climate conducive to constructive employee relations, a Joint Labor/Management Committee shall be established. The function of the Joint Labor/Management Committee is to address issues of mutual concern in a problem solving context.

   1. The Committee shall consist of four (4) designees of AFSCME and four (4) designees of the State.

2. The Committee will meet on a quarterly basis with AFSCME providing a proposed agenda at least three (3) weeks prior to the agreed upon meeting date. The State may also propose agenda items.

3. Employees shall suffer no loss of compensation as a result of participation in the Labor/Management Committee meetings. The State may also propose agenda items.

4. Each party shall be responsible for the expenses of its participants.

B. The subjects discussed at the Labor/Management meeting must relate generally to this Agreement. Labor/Management Committee meetings shall not be for the purpose of discussing pending grievances, subject matter discussed at other agreed upon contractual committee(s), or for collective bargaining on any subject.

C. The parties agree, upon the AFSCME's request, to examine workload issues as a standing agenda item at the regularly scheduled Labor/Management meetings.

D. Labor Management Committees established pursuant to this section may be either departmental or Statewide. Departmental Committees may be established by mutual agreement between the appointing power (Department Director or designee) and AFSCME.

E. At the request of AFSCME and upon mutual agreement, facilities and worksites may conduct Labor/Management meetings.

F. Committee recommendations, if any, will be advisory in nature.

19.7 Contracting Out and Professional Retention Committee (COPRC)

A. AFSCME and the California Department of Human Resources (CalHR) agree to establish a Contracting Out and Professional Retention Committee, consistent with Article 18 - Contracting Out of this Agreement. Upon mutual agreement, subject matter experts may be invited to attend the meetings and contribute to the discussions.

B. AFSCME and the State shall each be entitled to select a maximum of four (4) representatives. The Co-Chairs of the Committee shall be one (1) Committee member selected by AFSCME one (1) selected by the State. AFSCME and the State shall select their own representatives. Committee members and employee subject matter experts shall serve without loss of compensation. The Committee shall meet at least quarterly or more often as agreed to by the Committee. The Co-Chairs shall finalize the agenda at least fourteen (14) days in advance of the meeting. Committee meetings may be cancelled or postponed at the request of either party and agreement of both.

C. In developing recruitment and retention plans, and promotional pathways, the Committee will ensure that Departments are following the requirements outlined in this Agreement. The Committee will also make recommendations regarding their findings with respect to which contracts may be cancelled or reduced by the State as a budget solution.

D. The Committee will also explore the creation of an “In-House” Registry of Bargaining Unit 19 employees who would enjoy priority over outside contractors in performing additional work opportunities offered by the State.

19.8 Federal Funding for Essential Worker Premium Pay

A. It is understood by the parties that the federal stimulus enacted in March 2021, known as the American Rescue Plan Act, includes money to be provided to States for the purposes of distributing essential worker premium pay to some or all essential workers in both the private and public sector. It is further understood by the parties that federal and state guidelines will dictate the manner in which premium pay will be distributed and that income levels may be a consideration in the distribution.

B. The parties agree that when federal and state guidelines are released regarding essential worker premium pay, the state will meet and confer with Bargaining Unit 19 to determine the impact on BU 19 members.

ARTICLE 20 – TERM

20.1 Contract Term

A. The term of the Agreement shall be July 2, 2020, and remain in full force through July 1, 2023. However, contract language changes negotiated in this agreement, unless a different effective date is provided, shall go into effect upon ratification by both parties.

B. Anything that has a financial impact, unless a different effective date is provided, will be effective the month following ratification, by both parties.

C. In the six-month period prior to the expiration date of the Agreement, the complete Agreement will be subject to renegotiation.

20.2 Continuous Appropriation

The State and AFSCME agree to present to the Legislature, as part of the MOU bill, proposed legislation that appropriates funds to maintain employee salaries and benefits in the event a timely budget is not enacted in any fiscal year during the term of this agreement.

SIDELETTERS

Side Letter 1

The State of California and AFSCME agree to modify Article 9.2 (Sick Leave) of the existing agreement to include the changes to Labor Code section 233 which incorporated the expansion of sick leave use to include those reasons specified in the Healthy Workplaces, Healthy Families Act of 2014 (AB 1522) mentioned in Labor Code section 246.5 as well as the extended definition of family member mentioned in Labor Code section 245.5.

Labor Code section 246.5 adds language to include the use of sick leave for an employee who is a victim of domestic violence, sexual assault, or stalking.

Labor Code section 245.5 defines family member as any of the following: a child, meaning a biological, adopted, or foster child, stepchild, legal ward, or a child to whom the employee stands in loco parentis. This definition of a child is applicable regardless of age or dependency status. A biological, adoptive, or foster parent, stepparent, or legal guardian of an employee or the employee's spouse or registered domestic partner, or a person who stood in loco parentis when the employee was a minor child. As well as a spouse, registered domestic partner, grandparent, grandchild, and a sibling.

Side Letter 2 Public Employee Communication

The State of California and AFSCME agree to modify the existing agreement to include Government Code sections 3555.5 - 3559 (Public Employee Communication), which incorporates New Employee Orientation and the expansion of employee contact information provided to American Federation of State, County and Municipal Employees.

Employee Communication

A. Within 30 days of hire and every 120 days thereafter, departments shall provide bargaining unit employees' work, home, and personal cellular telephone number and personal email address(es) on file with the employer.

B. It is agreed that the State shall provide each employee the opportunity to request that his/her home address, home telephone number, personal cellular telephone number, and personal email address(es) not be divulged to AFSCME.

C. Employee home address, home telephone number, personal cellular telephone number, and personal email address(es) shall be maintained as confidential by the Union. The Union shall take all reasonable steps to ensure the security of home address, home telephone number, personal cellular telephone number, and personal email address(es), and shall not disclose or otherwise make them available to any person, entity, or organization.

D. The state shall not provide the home address, personal cellular telephone number and personal email address(es) for employees protected as a victim of domestic violence, sexual assault, or stalking as set forth in Government Code section 6206.7.

E. The information under this section shall not be deemed to be public records and shall not be open to public inspection except as set forth in Government Code section 6254.3.

F. AFSCME shall receive not less than 10 days' notice in advance of an orientation except that a shorter notice may be provided ina specific instance where there is an urgent need critical to the employer's operations that was not reasonably foreceeable.

/s/Bryan Evans, AFSCME

/s/Pam Manwiller, CalHR

Side Letter 3 Personal Leave Program 2020

COVID-19 PANDEMIC RECESSION

This Agreement is necessitated by the unanticipated budget shortfalls arising from the COVID-19 Pandemic. This Agreement is a Side Letter of the current Memorandum of Understanding (MOU) effective July 1, 2016 through July 1, 2020, between the American Federation of State, County and Municipal Employees (AFSCME) Bargaining Unit 19 (BU 19) and the State of California (State). This Side Letter will be incorporated into any successor Agreement reached between AFSCME, BU 19 and the State prior to July 2, 2022.

I. Personal Leave Program 2020

Effective with the pay period following ratification by both parties through the June 2022 pay period, employees will be subject to the Personal Leave Program 2020 (PLP 2020) for two (2) days or sixteen (16) hours per month in the manner outlined below. PLP 2020 shall have no cash value and may not be cashed out, except as permitted in the very limited circumstance described in subsection E below.

A. Each full-time employee shall continue to work their assigned work schedule and shall have a reduction in pay equal to 9.23%.

B. Each full-time employee shall be credited with sixteen (16) hours of PLP 2020 on the first day of each pay period for the duration of the PLP 2020 program.

C. Salary rates and salary ranges shall remain unchanged.

D. Employees will be given discretion to use PLP 2020 subject to operational considerations.

1. PLP 2020 time must be used before any other accrued leave with the exception of Professional Development Days and approved sick leave.

2. Employees may elect to use PLP 2020 in lieu of approved sick leave.

3. PLP 2020 shall be requested and used by the employee in the same manner as vacation/annual leave.

4. Subject to the above, requests for use of PLP 2020 leave must be submitted in accordance with departmental policies on vacation/annual leave.

E. All leave earned under PLP 2020 must be used prior to voluntary separation. Appointing powers may schedule employees to take PLP 2020 time off to meet the intent of this section. If an employee's separation is not voluntary and the separation date cannot be extended, PLP 2020 shall be cashed out. Employees have until June 30, 2027, to use all leave time earned under PLP 2020. Any unused PLP 2020 time shall be void after June 30, 2027.

F. Time during which an employee is excused from work because of PLP 2020 leave shall not be considered as "time worked" for purposes of determining the number of hours worked in a work week.

G. A State employee shall be entitled to the same level of State employer contributions for health, vision, dental, flex-elect cash option, and enhanced survivor's benefits they would have received had the PLP 2020 not occurred.

H. PLP 2020 shall not cause a break in State service, nor a reduction in the employee's accumulation of service credit for the purposes of seniority and retirement. PLP 2020 does not affect other leave accumulations, or service towards a merit salary adjustment.

I. PLP 2020 shall neither affect the employee's final compensation used in calculating State retirement benefits nor reduce the level of State death or disability benefits to supplement those benefits with paid leave.

J. The PLP 2020 reductions shall not affect transfer determinations between state civil service classifications.

K. Part-time employees shall be subject to the same conditions as stated above, on a pro-rated basis. Pro-ration shall be determined based on the employee's time base consistent with the chart below:

Part-time Time Base	PLP 2020 Credit Hours
1/10	1.60

Part-time Time Base	PLP 2020 Credit Hours
1/8	2.00
1/5	3.20
1/4	4.00
3/10	4.80
3/8	6.00
2/5	6.40
1/2	8.00
3/5	9.60
5/8	10.00
7/10	11.20
3/4	12.00
4/5	12.80
7/8	14.00
9/10	14.40

L. PLP 2020 for permanent intermittent employees shall be pro-rated based upon the number of hours worked in the monthly pay period, pursuant to the chart in Section P below.

M. PLP 2020 shall be administered consistent with the existing payroll system and the policies and practices of the State Controller's Office.

N. Employees on SDI, NDI, ENDI, IDL, EIDL, or Workers' Compensation for the entire monthly pay period shall be excluded from PLP 2020 for that month.

O. Seasonal and temporary employees are not subject to PLP 2020.

P. All Permanent Intermittent employees shall be subject to the pro-ration of salary and PLP 2020 credits pursuant to the chart below:

Hours Worked During Credit Pay Period	PLP 2020
0-10.9	1
11-30.9	2
31-50.9	4
51-70.9	6
71-90.9	8
91-110.9	10
111-130.9	12
131-150.9	14
151 or over	16

Q. Continuation of the Voluntary PLP (VPLP) during the duration of PLP 2020 shall be at the discretion of the employee. If the employee elects to discontinue

participation in VPLP, they shall be allowed to opt out at any time during the PLP 2020 program.

R. The maximum carry over balance of 640 hours in BU 19 Article 9.1 and 9.3 shall be increased for the term of this Side Letter, by the equivalent number of PLP 2020 hours BU 19 employees have been subject to during the PLP 2020 program.

S. The State shall not seek additional employee compensation reductions from AFSCME, Local 2620 represented employees during the 2020-21 and 2021-22 fiscal years.

T. Disputes regarding the denial of the use of PLP 2020 time may be appealed through the grievance procedure. The decision by the Department of Human Resources shall be final and there may be no further appeals.

II. Contract Reopener Language – Elimination of Pay Decreases

A. The remainder of the MOU, such as the amount necessary for the payment of compensation and employee benefits that were in effect prior to the 2020-21 fiscal year, shall continue in full effect, subject to the reductions agreed to in this Side Letter. Notwithstanding any other provisions of law, this Side Letter and the MOU represents the only entitlement to payment of compensation and employee benefits.

B. The determination of sufficient funding to restore the reductions relative to this Side Letter shall be at the sole discretion of the Director of the Department of Finance if either of the following circumstances occur:

1. If the Director of the Department of Finance, as a result of appropriate federal legislation providing additional funding to the state to address the impacts of the COVID-19 Recession, elects to restore, at their sole discretion, some or all of the pay that has been reduced.

2. If the Director of the Department of Finance, as a result of state revenue becoming sufficient to fully fund existing statutory and constitutional obligations, existing fiscal policy, and the cost of providing the pay that has been reduced as a result of the COVID-19 Recession, elects to restore, at their sole discretion, some or all of the pay that has been reduced.

C. In the event the Director of the Department of Finance elects to restore, at their sole discretion, some or all of the pay that has been reduced by operation of this Side Letter, the State shall provide notice to the Union and shall meet and confer with the Union upon request regarding the impact of that determination.

D. Determination of funding availability relative to this section shall be at the sole discretion of the Director of the Department of Finance

E. No provision of Section II shall be subject to the grievance and arbitration procedure; Section II is specifically not subject to arbitration.

III. Suspension of Employee Portion of OPEB

Notwithstanding Government Code Sections 22940, 22942, 22943, 22944, 22944.2, 22944.3, and 22944.5, the employees' monthly contribution of three percent (3%) for prefunding other post-employment benefits for the 2020-21 and 2021-22 fiscal years, as described in BU 19, Article 11.11, paragraph A, is suspended and shall not be withheld from employees' salaries beginning on the first day of the pay period following ratification, and ending on June 30, 2022. The employer's monthly contribution for prefunding other post-employment benefits will continue in the 2020-21 and 2021-22 fiscal years, as described in BU 19, Article 11.11, paragraph A.

/s/ Cliff Leo Tillman Jr., AFSCME

/s/ Steven Gonzalez-Lederer, CalHR

Side Letter 4 July 2020 OPEB

As identified in the State's notice to AFSCME dated May 14, 2020, the May Revision of the 2020-2021 Budget Act proposed a savings in employee compensation which equates to approximately 10 percent. In view of this fiscal emergency, we requested to immediately meet with AFSCME. The parties were also encouraged by the Legislature, through the Budget Act, *to* seek resolution through collective bargaining if possible. As a result of these negotiations, the parties have reached an agreement that is currently pending AFSCME ratification.

Subject to control section 3.90 of the 2020-2021 Budget Act, in order to achieve these reductions, effective July 1, 2020, a program has been established for employees represented by Bargaining Unit 19, until an agreement is fully ratified. This program will reduce the wages of represented employees equal to 9.23 percent.

As such, AFSCME and the State, in consideration for the tentative agreement thatis currently pending AFSCME ratification that was reached by the parties dated June 23, 2020, and that achieves the necessary savings, agree to suspend the following for the July 2020 pay period:

- The employee shares for Prefunding of Postretirement HealthBenefits (OPES) provided for in Article 11.11, paragraph A.

/s/ Cliff Leo Tillman Jr., AFSCME

/s/ Steven Gonzalez-Lederer, CalHR

Side Letter 5 Ending Personal Leave Program 2020

Modifying the 2020 COVID-19 Pandemic Recession Side Letter

This Agreement is a Side Letter of the current Memorandum of Understanding (MOU) effective July 1, 2016 through July 1, 2020, between the American Federation of State, County and Municipal Employees (AFSCME) Bargaining Unit 19 (BU 19) and the State of California (State).

This Side Letter will be incorporated into any successor Agreement reached between AFSCME, BU 19 and the State prior to July 2, 2022.

I. Termination of Pay Decreases and Suspensions

A. Personal Leave Program 2020

Effective the first day of the pay period following ratification by both parties, the Personal Leave Program 2020 (PLP 2020) will end. This will result in the elimination of the 9.23% reduction of employees' pay. Employees will no longer receive PLP 2020 leave credits effective the first day of the pay period following ratification. Provisions related to the use and compensability of PLP 2020 leave credits will remain unchanged.

B. Employee Portion of OPEB (Article 11.11)

Notwithstanding Government Code Sections 22940, 22942, 22943, 22944, 22944.2, 22944.3, and 22944.5, the employees' monthly contribution for prefunding other post-employment benefits for the 2020-21 fiscal year, as described in BU 19 Article 11.11, paragraph A, was suspended and was not withheld from employees' salaries. The employer's monthly contribution for prefunding other post-employment benefits continued in the 2020-21 fiscal year, as described in BU 19 Article 11.11, paragraph A.

Effective on the first day of the pay period following ratification by both parties, BU 19 Article 11.11 will be in full effect and the employees' monthly contributions for prefunding other post-employment benefits will resume.

/s/ Cliff Leo Tillman Jr., AFSCME

/s/ Steven Gonzalez-Lederer, CalHR

ATTACHMENTS

Appendix A – Medical Staff Membership

Health and Safety Code 1316.5

1316.5.

(a) (1) Each health facility owned and operated by the state offering care or services within the scope of practice of a psychologist shall establish rules and medical staff bylaws that include provisions for medical staff membership and clinical privileges for clinical psychologists within the scope of their licensure as psychologists, subject to the rules and medical staff bylaws governing medical staff membership or privileges as the facility shall establish. The rules and regulations shall not discriminate on the basis of whether the staff member holds an M.D., D.O., D.D.S., D.P.M., or doctoral degree in psychology within the scope of the member's respective licensure. Each of these health facilities owned and operated by the state shall establish a staff comprised of physicians and surgeons, dentists, podiatrists, psychologists, or any combination thereof, that shall regulate the admission, conduct, suspension, or termination of the staff appointment of psychologists employed by the health facility.

(2) With regard to the practice of psychology in health facilities owned and operated by the state offering care or services within the scope of practice of a psychologist, medical staff status shall include and provide for the right to pursue and practice full clinical privileges for holders of a doctoral degree of psychology within the scope of their respective licensure. These rights and privileges shall be limited or restricted only upon the basis of an individual practitioner's demonstrated competence. Competence shall be determined by health facility rules and medical staff bylaws that are necessary and are applied in good faith, equally and in a nondiscriminatory manner, to all practitioners, regardless of whether they hold an M.D., D.O., D.D.S., D.P.M., or doctoral degree in psychology.

(3) Nothing in this subdivision shall be construed to require a health facility owned and operated by the state to offer a specific health service or services not otherwise offered. If a health service is offered in such a health facility that includes provisions for medical staff membership and clinical privileges for clinical psychologists, the facility shall not discriminate between persons holding an M.D., D.O., D.D.S., D.P.M., or doctoral degree in psychology who are authorized by law to perform the service within the scope of the person's respective licensure.

(4) The rules and medical staff bylaws of a health facility owned and operated by the state that include provisions for medical staff membership and clinical privileges for medical staff and duly licensed clinical psychologists shall not discriminate on the basis of whether the staff member holds an M.D., D.O., D.D.S., D.P.M., or doctoral degree in psychology within the scope of the member's respective licensure. The health facility staff of these health facilities who process, review, evaluate, and determine qualifications for staff privileges for medical staff shall include, if possible, staff members who are clinical psychologists.

(b) (1) The rules of a health facility not owned or operated by this state may enable the appointment of clinical psychologists on the terms and conditions that the facility shall establish. In these health facilities, clinical psychologists may hold membership and serve on committees of the medical staff and carry professional responsibilities consistent with the scope of their licensure and their competence, subject to the rules of the health facility.

(2) Nothing in this subdivision shall be construed to require a health facility not owned or operated by this state to offer a specific health service or services not otherwise offered. If a health service is offered by a health facility with both licensed physicians and surgeons and clinical psychologists on the medical staff, which both licensed physicians and surgeons and clinical psychologists are authorized by law to perform, the service may be performed by either, without discrimination.

(3) This subdivision shall not prohibit a health facility that is a clinical teaching facility owned or operated by a university operating a school of medicine from requiring that a clinical psychologist have a faculty teaching appointment as a condition for eligibility for staff privileges at that facility.

(4) In any health facility that is not owned or operated by this state that provides staff privileges to clinical psychologists, the health facility staff who process, review, evaluate, and determine qualifications for staff privileges for medical staff shall include, if possible, staff members who are clinical psychologists.

(c) No classification of health facilities by the department, nor any other classification of health facilities based on quality of service or otherwise, by any person, body, or governmental agency of this state or any subdivision thereof shall be affected by a health facility's provision for use of its facilities by duly licensed clinical psychologists, nor shall any classification of these facilities be affected by the subjection of the psychologists to the rules and regulations of the organized professional staff. No classification of health facilities by any governmental agency of this state or any subdivision thereof pursuant to any law, whether enacted prior or subsequent to the effective date of this section, for the purposes of ascertaining eligibility for compensation, reimbursement, or other benefit for treatment of patients shall be affected by a health facility's provision for use of its facilities by duly licensed clinical psychologists, nor shall any classification of these facilities be affected by the subjection of the psychologists to the rules and regulations of the organized professional staff which govern the psychologists' use of the facilities.

(d) "Clinical psychologist," as used in this section, means a psychologist licensed by this state who meets both of the following requirements:

(1) Possesses an earned doctorate degree in psychology from an educational institution meeting the criteria of subdivision (b) of Section 2914 of the Business and Professions Code.

(2) Has not less than two years clinical experience in a multidisciplinary facility licensed or operated by this or another state or by the United States to provide health care, or, is listed in the latest edition of the National Register of Health Service Providers in Psychology, as adopted by the Council for the National Register of Health Service Providers in Psychology.

(e) Nothing in this section is intended to expand the scope of licensure of clinical psychologists. Notwithstanding the Ralph C. Dills Act (Chapter 10.3 (commencing with Section 3512) of Division 4 of Title 1 of the Government Code), the Public Employment Relations Board is precluded from creating any additional bargaining units for the purpose of exclusive representation of state psychologist employees that might result because of medical staff membership and/or privilege changes for psychologists due to the enactment of provisions by Assembly Bill No. 3141 of the 1995–96 Regular Session.

Salary Schedule as of July 1, 2021

FULL CLASS TITLE	SCHEM CODE	CLASS CODE	ALT RNG	MIN SALARY	MAX SALARY
ADOPTIONS SPECIALIST	WM10	9423	A	$4,888.00	$6,399.00
ADOPTIONS SPECIALIST	WM10	9423	B	$5,357.00	$7,027.00
AGING PROGRAMS ANALYST II	KJ66	9393		$5,181.00	$6,801.00
ALCOHOL TREATMENT COUNSELOR, VETERANS HOME AND MEDICAL CENTER	XU20	9933		$4,655.00	$6,097.00
AUDIOLOGIST I	TR47	8273		$4,945.00	$6,813.00
AUDIOLOGIST I, DEPARTMENTS OF MENTAL HEALTH AND DEVELOPMENTAL SERVICES	TR42	8299		$4,945.00	$6,813.00
BEHAVIOR SPECIALIST I	XL05	9823	A	$4,380.00	$5,585.00
BEHAVIOR SPECIALIST I	XL05	9823	S	$4,872.00	$7,417.00
BEHAVIOR SPECIALIST I	XL05	9823	U	$5,812.00	$7,417.00
BEHAVIOR SPECIALIST II	XL10	9824	A	$5,264.00	$6,345.00
BEHAVIOR SPECIALIST II	XL10	9824	S	$5,112.00	$7,788.00
BEHAVIOR SPECIALIST II	XL10	9824	U	$6,105.00	$7,788.00
CATHOLIC CHAPLAIN	XT20	9916		$5,153.00	$6,765.00
CHILD NUTRITION ASSISTANT	DI35	2159		$4,655.00	$6,090.00
CHILD NUTRITION CONSULTANT	DI30	2160		$5,285.00	$6,937.00
CLINICAL PSYCHOLOGY INTERN	XM20	9851	A	$3,450.00	$4,082.00
CLINICAL PSYCHOLOGY INTERN	XM20	9851	B	$3,592.00	$4,271.00
CLINICAL PSYCHOLOGY INTERN	XM20	9851	C	$3,928.00	$4,684.00
CLINICAL PSYCHOLOGY INTERN	XM20	9851	D	$4,116.00	$4,905.00
CLINICAL PSYCHOLOGY INTERN	XM20	9851	E	$4,507.00	$5,376.00
CLINICAL SOCIAL WORKER (HEALTH FACILITY)	XP36	9877	A	$4,655.00	$6,097.00
CLINICAL SOCIAL WORKER (HEALTH FACILITY)	XP36	9877	S	$5,370.00	$8,178.00
CLINICAL SOCIAL WORKER (HEALTH FACILITY)	XP36	9877	T	$5,781.00	$8,768.00
CLINICAL SOCIAL WORKER (HEALTH FACILITY)	XP36	9877	U	$6,408.00	$8,178.00
CLINICAL SOCIAL WORKER (HEALTH FACILITY)	XP36	9877	V	$6,894.00	$8,768.00
CLINICAL SOCIAL WORKER (HEALTH/CORRECTIONAL FACILITY)-SAFETY	XP35	9872	A	$4,655.00	$6,097.00
CLINICAL SOCIAL WORKER (HEALTH/CORRECTIONAL FACILITY)-SAFETY	XP35	9872	P	$6,729.00	$8,586.00
CLINICAL SOCIAL WORKER (HEALTH/CORRECTIONAL FACILITY)-SAFETY	XP35	9872	Q	$7,239.00	$9,207.00
CLINICAL SOCIAL WORKER (HEALTH/CORRECTIONAL FACILITY)-SAFETY	XP35	9872	S	$5,370.00	$8,178.00
CLINICAL SOCIAL WORKER (HEALTH/CORRECTIONAL FACILITY)-SAFETY	XP35	9872	T	$5,781.00	$8,768.00
CLINICAL SOCIAL WORKER (HEALTH/CORRECTIONAL FACILITY)-SAFETY	XP35	9872	U	$6,408.00	$8,178.00
CLINICAL SOCIAL WORKER (HEALTH/CORRECTIONAL FACILITY)-SAFETY	XP35	9872	V	$6,894.00	$8,768.00
COMMUNITY RESOURCES DEVELOPMENT SPECIALIST	XG80	9797		$5,307.00	$6,969.00
CONSULTANT IN PHYSICAL THERAPY FOR PHYSICALLY HANDICAPPED CHILDREN	TP20	8271		$5,181.00	$7,143.00
CONSULTING OPTOMETRIST I, DEPARTMENT OF HEALTH SERVICES	TC15	7970		$7,033.00	$9,236.00
CONSULTING OPTOMETRIST II, DEPARTMENT OF HEALTH SERVICES	TC14	7969		$7,730.00	$10,158.00
CONSULTING PSYCHOLOGIST	XL57	7620	A	$6,725.00	$9,736.00
CONSULTING PSYCHOLOGIST	XL57	7620	S	$8,971.00	$11,656.00
CONSULTING PSYCHOLOGIST	XL57	7620	U	$10,680.00	$11,656.00
COORDINATOR SERVICES TO THE DEAF DEPARTMENT OF REHABILITATION	XG89	9786		$5,181.00	$6,801.00
HEALTH EDUCATION CONSULTANT I	TU40	8333	A	$4,257.00	$5,568.00
HEALTH EDUCATION CONSULTANT I	TU40	8333	B	$4,773.00	$6,246.00
HEALTH EDUCATION CONSULTANT II	TU30	8331		$5,740.00	$7,537.00
HEALTH EDUCATION CONSULTANT III (SPECIALIST)	TU25	8313		$6,307.00	$8,277.00
INDIVIDUAL PROGRAM COORDINATOR	XQ90	9890		$3,760.00	$4,935.00
INDIVIDUAL PROGRAM COORDINATOR (SAFETY)	QX91	9897		$3,948.00	$5,183.00
INDUSTRIAL THERAPIST (SAFETY)	TR25	8320		$3,858.00	$5,044.00
INSPECTOR BOARD OF PHARMACY	SY30	8876		$7,561.00	$9,921.00
JEWISH CHAPLAIN	XT40	9919		$5,153.00	$6,765.00
JEWISH CHAPLAIN -INTERMITTENT-	XT50	9920		$141.50	$297.20
LICENSING PROGRAM ANALYST	WL46	8223	A	$3,414.00	$4,413.00
LICENSING PROGRAM ANALYST	WL46	8223	B	$3,694.00	$4,820.00

FULL CLASS TITLE	SCHEM CODE	CLASS CODE	ALT RNG	MIN SALARY	MAX SALARY
LICENSING PROGRAM ANALYST	WL46	8223	C	$4,430.00	$5,801.00
LICENSING PROGRAM ANALYST	WL46	8223	D	$4,853.00	$6,372.00
MOBILITY EVALUATION SPECIALIST	TP80	6046		$4,507.00	$6,201.00
MUSLIM CHAPLAIN	XT52	9768		$5,153.00	$6,765.00
MUSLIM CHAPLAIN (INTERMITTENT)	XT54	9769		$148.65	$312.24
NATIVE AMERICAN SPIRITUAL LEADER	XT80	9912		$5,153.00	$6,765.00
NATIVE AMERICAN SPIRITUAL LEADER (INTERMITTENT)	XT85	9913		$148.65	$312.24
OCCUPATIONAL THERAPIST	TQ10	8288	A	$4,322.00	$6,230.00
OCCUPATIONAL THERAPIST	TQ10	8288	S	$6,045.00	$8,490.00
OCCUPATIONAL THERAPIST	TQ10	8288	U	$7,211.00	$8,490.00
OCCUPATIONAL THERAPIST, CORRECTIONAL FACILITY	TQ09	9280	A	$4,322.00	$6,230.00
OCCUPATIONAL THERAPIST, CORRECTIONAL FACILITY	TQ09	9280	P	$6,045.00	$8,490.00
OCCUPATIONAL THERAPIST, CORRECTIONAL FACILITY	TQ09	9280	Q	$7,211.00	$8,490.00
OCCUPATIONAL THERAPIST, DEPARTMENTS OF MENTAL HEALTH AND DEVELOPMENTAL SERVICES	TQ12	8204	A	$4,322.00	$6,230.00
OCCUPATIONAL THERAPIST, DEPARTMENTS OF MENTAL HEALTH AND DEVELOPMENTAL SERVICES	TQ12	8204	S	$6,045.00	$8,490.00
OCCUPATIONAL THERAPIST, DEPARTMENTS OF MENTAL HEALTH AND DEVELOPMENTAL SERVICES	TQ12	8204	U	$7,211.00	$8,490.00
OCCUPATIONAL THERAPY CONSULTANT	TP65	8281		$4,945.00	$7,155.00
OPTOMETRIST, CORRECTIONAL FACILITY	TC20	7971		$190.16	$252.14
PHARMACEUTICAL CONSULTANT I, DEPARTMENT OF HEALTH SERVICES	SY15	7975		$6,265.00	$9,043.00
PHARMACEUTICAL CONSULTANT II, DEPARTMENT OF HEALTH SERVICES (SPECIALIST)	SY16	7994		$6,877.00	$9,947.00
PHARMACIST I	SY60	7982	A	$6,561.00	$8,613.00
PHARMACIST I	SY60	7982	P	$11,208.00	$12,356.00
PHARMACIST I	SY60	7982	R	$11,208.00	$12,356.00
PHARMACIST I	SY60	7982	T	$10,675.00	$11,769.00
PHARMACIST I, DEPARTMENTS OF MENTAL HEALTH AND DEVELOPMENTAL SERVICES	SY61	7659	A	$6,561.00	$8,613.00
PHARMACIST I, DEPARTMENTS OF MENTAL HEALTH AND DEVELOPMENTAL SERVICES	SY61	7659	T	$10,675.00	$11,769.00
PHYSICAL THERAPIST I	TP50	8280		$5,123.00	$7,037.00
PHYSICAL THERAPIST I, CORRECTIONAL FACILITY	TP43	9281		$5,123.00	$7,037.00
PHYSICAL THERAPIST I, DEPARTMENTS OF MENTAL HEALTH AND DEVELOPMENTAL SERVICES	TP45	8315		$5,123.00	$7,037.00
PHYSICAL THERAPIST II	TP40	8277		$5,593.00	$7,706.00
PHYSICIAN ASSISTANT, CORRECTIONAL FACILITY	TH01	8016	A	$8,217.00	$10,096.00
PHYSICIAN ASSISTANT, CORRECTIONAL FACILITY	TH01	8016	J	$10,987.00	$12,662.00
PHYSICIAN ASSISTANT, CORRECTIONAL FACILITY	TH01	8016	K	$10,987.00	$13,146.00
PRE-LICENSED PHARMACIST	SY70	9313		$5,670.00	$6,762.00
PRE-REGISTERED DIETITIAN	DH65	2168		$3,737.00	$4,845.00
PROTESTANT CHAPLAIN	XT60	9922		$5,153.00	$6,765.00
PSYCHIATRIC SOCIAL WORKER	XP30	9870		$4,655.00	$6,097.00
PSYCHOLOGIST	XL22	9252	A	$8,495.00	$11,500.00
PSYCHOLOGIST	XL22	9252	L	$8,494.00	$11,500.00
PSYCHOLOGIST (HEALTH FACILITY-CLINICAL), DEPARTMENTS OF MENTAL HEALTH AND DEVELOPMENTAL SERVICES	XL59	9878	A	$5,835.00	$8,446.00
PSYCHOLOGIST (HEALTH FACILITY-CLINICAL), DEPARTMENTS OF MENTAL HEALTH AND DEVELOPMENTAL SERVICES	XL59	9878	S	$6,905.00	$8,932.00
PSYCHOLOGIST (HEALTH FACILITY-CLINICAL), DEPARTMENTS OF MENTAL HEALTH AND DEVELOPMENTAL SERVICES	XL59	9878	T	$8,131.00	$10,824.00
PSYCHOLOGIST (HEALTH FACILITY-CLINICAL), DEPARTMENTS OF MENTAL HEALTH AND DEVELOPMENTAL SERVICES	XL59	9878	U	$8,215.00	$8,932.00
PSYCHOLOGIST (HEALTH FACILITY-CLINICAL), DEPARTMENTS OF MENTAL HEALTH AND DEVELOPMENTAL SERVICES	XL59	9878	V	$9,698.00	$10,824.00
PSYCHOLOGIST (HEALTH FACILITY-CLINICAL-SAFETY)	XL60	9873	A	$5,835.00	$8,446.00

FULL CLASS TITLE	SCHEM CODE	CLASS CODE	ALT RNG	MIN SALARY	MAX SALARY
PSYCHOLOGIST (HEALTH FACILITY-CLINICAL-SAFETY)	XL60	9873	P	$8,626.00	$9,377.00
PSYCHOLOGIST (HEALTH FACILITY-CLINICAL-SAFETY)	XL60	9873	Q	$10,182.00	$11,367.00
PSYCHOLOGIST (HEALTH FACILITY-CLINICAL-SAFETY)	XL60	9873	S	$6,905.00	$8,932.00
PSYCHOLOGIST (HEALTH FACILITY-CLINICAL-SAFETY)	XL60	9873	T	$8,131.00	$10,824.00
PSYCHOLOGIST (HEALTH FACILITY-CLINICAL-SAFETY)	XL60	9873	U	$8,215.00	$8,932.00
PSYCHOLOGIST (HEALTH FACILITY-CLINICAL-SAFETY)	XL60	9873	V	$9,698.00	$10,824.00
PSYCHOLOGIST (HEALTH FACILITY-EDUCATIONAL)	XL76	9841	A	$5,835.00	$8,446.00
PSYCHOLOGIST (HEALTH FACILITY-EDUCATIONAL)	XL76	9841	S	$6,905.00	$8,932.00
PSYCHOLOGIST (HEALTH FACILITY-EDUCATIONAL)	XL76	9841	T	$8,131.00	$10,824.00
PSYCHOLOGIST (HEALTH FACILITY-EDUCATIONAL)	XL76	9841	U	$8,215.00	$8,932.00
PSYCHOLOGIST (HEALTH FACILITY-EDUCATIONAL)	XL76	9841	V	$9,698.00	$10,824.00
PSYCHOLOGIST (HEALTH FACILITY-EXPERIMENTAL)	XL98	9833	A	$5,835.00	$8,446.00
PSYCHOLOGIST (HEALTH FACILITY-EXPERIMENTAL)	XL98	9833	S	$6,905.00	$8,932.00
PSYCHOLOGIST (HEALTH FACILITY-EXPERIMENTAL)	XL98	9833	T	$8,131.00	$10,824.00
PSYCHOLOGIST (HEALTH FACILITY-EXPERIMENTAL)	XL98	9833	U	$8,215.00	$8,932.00
PSYCHOLOGIST (HEALTH FACILITY-EXPERIMENTAL)	XL98	9833	V	$9,698.00	$10,824.00
PSYCHOLOGIST-CLINICAL, CORRECTIONAL FACILITY	XL54	9283	A	$5,835.00	$8,446.00
PSYCHOLOGIST-CLINICAL, CORRECTIONAL FACILITY	XL54	9283	P	$8,626.00	$9,377.00
PSYCHOLOGIST-CLINICAL, CORRECTIONAL FACILITY	XL54	9283	Q	$10,182.00	$11,367.00
PSYCHOLOGY INTERNSHIP DIRECTOR	XL48	9842		$6,407.00	$9,273.00
PSYCHOMETRIST	XM25	9855		$3,928.00	$5,140.00
PUBLIC HEALTH NUTRITION CONSULTANT I	DI10	2163	A	$4,196.00	$5,487.00
PUBLIC HEALTH NUTRITION CONSULTANT I	DI10	2163	B	$4,706.00	$6,157.00
PUBLIC HEALTH NUTRITION CONSULTANT II	DH90	2162		$5,659.00	$7,430.00
PUBLIC HEALTH NUTRITION CONSULTANT III (SPECIALIST)	DH85	2166		$6,215.00	$8,160.00
RECREATION THERAPIST, CORRECTIONAL FACILITY	TR54	9286	A	$3,750.00	$4,905.00
RECREATION THERAPIST, CORRECTIONAL FACILITY	TR54	9286	F	$3,125.00	$4,087.50
RECREATION THERAPIST, CORRECTIONAL FACILITY	TR54	9286	P	$6,884.00	$8,102.00
REGISTERED DIETITIAN	DH60	2167	A	$4,458.00	$5,827.00
REGISTERED DIETITIAN	DH60	2167	T	$5,362.00	$6,846.00
REGISTERED DIETITIAN (SAFETY)	DH61	2172	A	$4,481.00	$5,853.00
REGISTERED DIETITIAN (SAFETY)	DH61	2172	T	$5,390.00	$6,877.00
REGISTERED DIETITIAN, CORRECTIONAL FACILITY	DH59	9279	A	$4,458.00	$5,827.00
REGISTERED DIETITIAN, CORRECTIONAL FACILITY	DH59	9279	P	$5,631.00	$7,186.00
REHABILITATION ADMINISTRATOR I (SPECIALIST)	XG44	9796	A	$5,563.00	$7,299.00
REHABILITATION ADMINISTRATOR I (SPECIALIST)	XG44	9796	L	$5,564.00	$7,299.00
REHABILITATION SPECIALIST	XG41	9794		$5,071.00	$6,646.00
REHABILITATION THERAPIST, STATE FACILITIES (ART)	TR85	8414	A	$3,939.00	$5,149.00
REHABILITATION THERAPIST, STATE FACILITIES (ART)	TR85	8414	S	$5,496.00	$7,720.00
REHABILITATION THERAPIST, STATE FACILITIES (ART)	TR85	8414	U	$6,555.00	$7,720.00
REHABILITATION THERAPIST, STATE FACILITIES (ART-SAFETY)	TR86	8420	A	$3,939.00	$5,149.00
REHABILITATION THERAPIST, STATE FACILITIES (ART-SAFETY)	TR86	8420	P	$6,884.00	$8,102.00
REHABILITATION THERAPIST, STATE FACILITIES (ART-SAFETY)	TR86	8420	S	$5,496.00	$7,720.00
REHABILITATION THERAPIST, STATE FACILITIES (ART-SAFETY)	TR86	8420	U	$6,555.00	$7,720.00
REHABILITATION THERAPIST, STATE FACILITIES (DANCE)	TR95	8423	A	$3,939.00	$5,149.00
REHABILITATION THERAPIST, STATE FACILITIES (DANCE)	TR95	8423	S	$5,496.00	$7,720.00
REHABILITATION THERAPIST, STATE FACILITIES (DANCE)	TR95	8423	U	$6,555.00	$7,720.00
REHABILITATION THERAPIST, STATE FACILITIES (DANCE-SAFETY)	TR96	8422	A	$3,939.00	$5,149.00
REHABILITATION THERAPIST, STATE FACILITIES (DANCE-SAFETY)	TR96	8422	P	$6,884.00	$8,102.00
REHABILITATION THERAPIST, STATE FACILITIES (DANCE-SAFETY)	TR96	8422	S	$5,496.00	$7,720.00
REHABILITATION THERAPIST, STATE FACILITIES (DANCE-SAFETY)	TR96	8422	U	$6,555.00	$7,720.00
REHABILITATION THERAPIST, STATE FACILITIES (MUSIC)	TR35	8311	A	$3,750.00	$4,905.00
REHABILITATION THERAPIST, STATE FACILITIES (MUSIC)	TR35	8311	S	$5,496.00	$7,720.00
REHABILITATION THERAPIST, STATE FACILITIES (MUSIC)	TR35	8311	U	$6,555.00	$7,720.00
REHABILITATION THERAPIST, STATE FACILITIES (MUSIC-SAFETY)	TR36	8321	A	$3,750.00	$4,905.00
REHABILITATION THERAPIST, STATE FACILITIES (MUSIC-SAFETY)	TR36	8321	P	$6,884.00	$8,102.00
REHABILITATION THERAPIST, STATE FACILITIES (MUSIC-SAFETY)	TR36	8321	S	$5,496.00	$7,720.00

FULL CLASS TITLE	SCHEM CODE	CLASS CODE	ALT RNG	MIN SALARY	MAX SALARY
REHABILITATION THERAPIST, STATE FACILITIES (MUSIC-SAFETY)	TR36	8321	U	$6,555.00	$7,720.00
REHABILITATION THERAPIST, STATE FACILITIES (OCCUPATIONAL)	TQ15	8289	A	$3,928.00	$5,664.00
REHABILITATION THERAPIST, STATE FACILITIES (OCCUPATIONAL)	TQ15	8289	S	$5,496.00	$7,720.00
REHABILITATION THERAPIST, STATE FACILITIES (OCCUPATIONAL)	TQ15	8289	U	$6,555.00	$7,720.00
REHABILITATION THERAPIST, STATE FACILITIES (OCCUPATIONAL-SAFETY)	TQ16	8323	A	$3,928.00	$5,664.00
REHABILITATION THERAPIST, STATE FACILITIES (OCCUPATIONAL-SAFETY)	TQ16	8323	P	$6,884.00	$8,102.00
REHABILITATION THERAPIST, STATE FACILITIES (OCCUPATIONAL-SAFETY)	TQ16	8323	S	$5,496.00	$7,720.00
REHABILITATION THERAPIST, STATE FACILITIES (OCCUPATIONAL-SAFETY)	TQ16	8323	U	$6,555.00	$7,720.00
REHABILITATION THERAPIST, STATE FACILITIES (RECREATION)	TR55	8312	A	$3,750.00	$4,905.00
REHABILITATION THERAPIST, STATE FACILITIES (RECREATION)	TR55	8312	S	$5,496.00	$7,720.00
REHABILITATION THERAPIST, STATE FACILITIES (RECREATION)	TR55	8312	U	$6,555.00	$7,720.00
REHABILITATION THERAPIST, STATE FACILITIES (RECREATION-SAFETY)	TR56	8324	A	$3,750.00	$4,905.00
REHABILITATION THERAPIST, STATE FACILITIES (RECREATION-SAFETY)	TR56	8324	P	$6,884.00	$8,102.00
REHABILITATION THERAPIST, STATE FACILITIES (RECREATION-SAFETY)	TR56	8324	S	$5,496.00	$7,720.00
REHABILITATION THERAPIST, STATE FACILITIES (RECREATION-SAFETY)	TR56	8324	U	$6,555.00	$7,720.00
SENIOR OCCUPATIONAL THERAPIST	TP90	8287	A	$4,958.00	$7,164.00
SENIOR OCCUPATIONAL THERAPIST	TP90	8287	S	$6,650.00	$9,342.00
SENIOR OCCUPATIONAL THERAPIST	TP90	8287	U	$7,933.00	$9,342.00
SENIOR OCCUPATIONAL THERAPIST, CORRECTIONAL FACILITY	TP85	9346	A	$4,958.00	$7,164.00
SENIOR OCCUPATIONAL THERAPIST, CORRECTIONAL FACILITY	TP85	9346	P	$6,650.00	$9,342.00
SENIOR OCCUPATIONAL THERAPIST, CORRECTIONAL FACILITY	TP85	9346	Q	$7,933.00	$9,342.00
SENIOR PSYCHOLOGIST (HEALTH FACILITY) (SPECIALIST)	XL41	9839	A	$6,407.00	$9,273.00
SENIOR PSYCHOLOGIST (HEALTH FACILITY) (SPECIALIST)	XL41	9839	P	$10,200.00	$11,935.00
SENIOR PSYCHOLOGIST (HEALTH FACILITY) (SPECIALIST)	XL41	9839	S	$8,144.00	$11,367.00
SENIOR PSYCHOLOGIST (HEALTH FACILITY) (SPECIALIST)	XL41	9839	U	$9,715.00	$11,367.00
SENIOR PSYCHOLOGIST, CORRECTIONAL FACILITY (SPECIALIST)	XL43	9287	A	$6,407.00	$9,273.00
SENIOR PSYCHOLOGIST, CORRECTIONAL FACILITY (SPECIALIST)	XL43	9287	P	$10,200.00	$11,935.00
SENIOR VOCATIONAL REHABILITATION COUNSELOR	XH12	9806	A	$3,369.00	$4,155.00
SENIOR VOCATIONAL REHABILITATION COUNSELOR	XH12	9806	B	$3,769.00	$4,648.00
SENIOR VOCATIONAL REHABILITATION COUNSELOR	XH12	9806	C	$4,374.00	$5,724.00
SENIOR VOCATIONAL REHABILITATION COUNSELOR	XH12	9806	D	$4,479.00	$6,008.00
SENIOR VOCATIONAL REHABILITATION COUNSELOR	XH12	9806	E	$4,789.00	$6,288.00
SENIOR VOCATIONAL REHABILITATION COUNSELOR (SAFETY)	XH13	9815	A	$3,414.00	$4,210.00
SENIOR VOCATIONAL REHABILITATION COUNSELOR (SAFETY)	XH13	9815	B	$3,820.00	$4,710.00
SENIOR VOCATIONAL REHABILITATION COUNSELOR (SAFETY)	XH13	9815	C	$4,430.00	$5,801.00
SENIOR VOCATIONAL REHABILITATION COUNSELOR (SAFETY)	XH13	9815	D	$4,539.00	$6,088.00
SENIOR VOCATIONAL REHABILITATION COUNSELOR (SAFETY)	XH13	9815	E	$4,853.00	$6,372.00
SENIOR VOCATIONAL REHABILITATION COUNSELOR, QUALIFIED REHABILITATION PROFESSIONAL	XH14	9818	A	$4,523.00	$5,921.00
SENIOR VOCATIONAL REHABILITATION COUNSELOR, QUALIFIED REHABILITATION PROFESSIONAL	XH14	9818	B	$4,632.00	$6,214.00
SENIOR VOCATIONAL REHABILITATION COUNSELOR, QUALIFIED REHABILITATION PROFESSIONAL	XH14	9818	C	$4,957.00	$6,502.00
SEXUALLY VIOLENT PREDATOR EVALUATOR	XL61	7621		$10,556.00	$14,344.00
SOCIAL SERVICE CONSULTANT I	WL20	9417		$4,307.00	$5,640.00
SOCIAL SERVICE CONSULTANT II	WL10	9414		$4,718.00	$6,195.00
SOCIAL WORK ASSOCIATE	XP40	9871		$3,461.00	$4,487.00
SOCIAL WORK ASSOCIATE (SAFETY)	XP41	9874		$3,461.00	$4,487.00
SPEECH PATHOLOGIST I	TR45	8279		$5,593.00	$7,339.00
SPEECH PATHOLOGIST I, DEPARTMENTS OF MENTAL HEALTH AND DEVELOPMENTAL SERVICES	TR41	8309		$5,593.00	$7,339.00
SPEECH PATHOLOGIST II	TR40	8278		$6,140.00	$8,060.00
STAFF PSYCHOLOGIST -CLINICAL-	XL90	9847	A	$5,835.00	$8,446.00
STAFF PSYCHOLOGIST -CLINICAL-	XL90	9847	S	$6,905.00	$8,932.00
STAFF PSYCHOLOGIST -CLINICAL-	XL90	9847	T	$8,131.00	$10,824.00
STAFF PSYCHOLOGIST -CLINICAL-	XL90	9847	U	$8,215.00	$8,932.00
STAFF PSYCHOLOGIST -CLINICAL-	XL90	9847	V	$9,698.00	$10,824.00

FULL CLASS TITLE	SCHEM CODE	CLASS CODE	ALT RNG	MIN SALARY	MAX SALARY
VOCATIONAL PSYCHOLOGIST	XM40	9853		$5,987.00	$8,670.00
VOCATIONAL TESTING AND COUNSELING SPECIALIST, CORRECTIONAL PROGRAM	XM30	9852		$5,693.00	$7,471.00
SENIOR PSYCHOLOGIST	XL40	9840	A	$6,407.00	$9,286.00
SENIOR PSYCHOLOGIST	XL40	9840	S	$6,698.00	$9,245.00
SENIOR PSYCHOLOGIST, CORRECTIONAL FACILITY	XL39	9289	A	$6,407.00	$9,286.00
SENIOR PSYCHOLOGIST, CORRECTIONAL FACILITY	XL39	9289	S	$6,698.00	$9,245.00
SOCIAL SERVICE CONSULTANT III	WK90	9410	A	$5,181.00	$6,811.00
SOCIAL SERVICE CONSULTANT III	WK90	9410	S	$5,415.00	$6,780.00

Data Source is DataServer32-August 2021 Pay Scale Data. Includes the 5.06% GSI.
Class Codes 9289, 9410, and 9840 are U19 of which Range S is for supervisory employees per Alt Range Criteria 322.
Some classes that were in the prior-MOU version do not appear above because they were abolished. See CalHR's abolished listing at:
https://www.calhr.ca.gov/state-hr-professionals/Pages/abolished-classification-listing.aspx

Signature Page

Bargaining Unit 19
American Federation of State, County, and Municipal Employees (AFSCME)
July 2, 2020 through July 1, 2023

Cliff Leo Tillman, Jr.
AFSCME Chief Negotiator

Joseph Greene, LCSW
Southern Vice President

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Individual Program Coordinators OC Chair

Tisha Hill-Smith
Rehabilitation Counselors OC Chair

Wanda Wullschleger, RTC
Rehabilitation Therapists OC Member

Amir Jafarinejad, PharmD
Pharmacists OC Member

Hassan Juma-Ramadhan
Physical Medicine OC Chair

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Psychologists OC Member

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Social Workers OC Chair

RDN
Emiko Taki, RDN
Dieticians/Nutritionists OC Member